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SC PUBLIC SERVICE
COMMISSION

BY OVERNIGHT MAIL

Charles Terreni, Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Primus Telecommunications, Inc. – South Carolina P.S.C. Tariff No. 1

Dear Mr. Terreni:

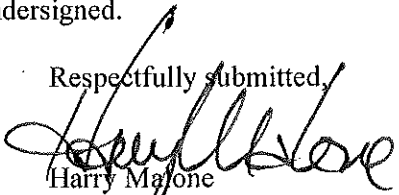
On behalf of Primus Telecommunications, Inc. ("Primus"), enclosed for filing are an original and four (4) copies of Primus' tariff for the provision of resold interexchange telecommunications services within the state of South Carolina. This version of the tariff supersedes our filing dated January 30, 2008 and, with the exception of pages 42-44, contains revisions in accordance with the February 13, 2008 letter from Mr. Allen of ORS.

This tariff cancels and replaces in its entirety Primus' current Tariff No. 1 on file with the Commission, with a current effective date of November 29, 1999. The enclosed tariff, which consists of Original Pages 1 – 151 bears an issued date of January 31, 2008 and an effective date of April 17, 2008.

With this tariff filing, Primus no longer offers prepaid services in the state nor does it require a deposit of any kind from its customers. Accordingly, it is no longer subject to the bonding requirement of the rules.

Please date stamp the enclosed extra copy and return it in the self-addressed stamped envelope provided herein. Should you have any questions regarding this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Harry Malone

Counsel for Primus Telecommunications, Inc.

Enclosure

cc: Tom Allen (SPCSC, Office of Regulatory Staff)
Kathleen K. Lawrence (Primus)

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TARIFF SCHEDULE APPLICABLE TO
RESOLD INTEREXCHANGE SERVICES
FURNISHED BY
PRIMUS TELECOMMUNICATIONS, INC.
BETWEEN POINTS WITHIN THE STATE OF SOUTH CAROLINA

THIS TARIFF CANCELS AND REPLACES
THE TARIFF SC P.S.C. NO. 1 CURRENTLY ON FILE

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SC PUBLIC SERVICE
COMMISSION

Issued: January 31, 2008

Effective: April 17, 2008

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CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective page. Original and revised as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

D	-	Delete or Discontinue
I	-	Change Resulting In An Increase to A Customer's Bill
M	-	Moved From Another Tariff Location
N	-	New
R	-	Change Resulting In A Reduction to A Customer's Bill
T	-	Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Refers to Primus Telecommunications, Inc.

Commission - Refers to the South Carolina Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Off Peak - Refers to Monday – Friday 6:00 p.m. until 5:59 a.m. and any time on Saturday or Sunday.

ORS - Refers to the South Carolina Office of Regulatory Staff Peak - Refers to Monday – Friday 6:00 a.m. until 5:59 p.m.

Subscriber/Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a credit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill.

User - The person(s) utilizing Carrier's services.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State of South Carolina. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.4 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.5 Carrier's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of Carrier's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 In accordance with Commission Rules R.103.625 and 626, Carriers service may be denied for nonpayment of charges if for other violations of this tariff.
- 2.2.7 Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations thereunder without the prior written consent of Carrier which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by Carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.

- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

- 2.3.3 The liability of the Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Carrier's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier- provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.6 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 2.3.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 2.3.9 THE SERVICES SET FORTH HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. PRIMUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE BETWEEN CUSTOMER AND PRIMUS SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY PRIMUS FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES
- 2.3.10 If a third party solicits a Customer's order on behalf of Carrier or promotes or endorses to the Customer the use of service, or provides all or a portion of such service with, for, or on behalf of Carrier, or if a third party is involved in any other way, Carrier and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Carrier or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Carrier to be impaired.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- D. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;
- E. due to the failure of power, equipment, systems, or services not provided by the Carrier;
- F. due to circumstances or causes beyond the control of the Carrier; during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions; during any period in which the Customer continues to use the service on an impaired basis;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- A. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- B. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- C. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.5.4 Discontinuation or Suspension of Service by Carrier

In accordance with Rule 103-625 and 103-633, in all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will all of the Subscriber not less than ten (10) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five (5) days excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the date preceding any o which Carrier is not prepared to accept payment of the amount due and to reconnect service. If Carrier discontinues or suspends Service as described in this Section, and Subscriber desires to have services reactivated, Carrier may reactivate services in its sole discretion, subject to Subscriber's cure and payment of a one-time Reactivation Fee of \$25.00.

- A. For nonpayment of any sum due to Carrier; or
- B. In the event of a violation of any of the provisions governing the furnishing of the service under this tariff, or of any Carrier rule of general application with respect to the use of service; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

- C. Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the service; or
- D. Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such service; or
- E. In the event when payment for service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Carrier for any reason; or
- F. In case of any intentional or de facto transfer or assignment of service without the expressed written authorization of Carrier; or
- G. In the event of Customer's insolvency; or
- H. A general assignment by the Customer for the benefit of its creditors; or
- I. Without notice, if Carrier deems such action necessary to protect against fraud or to otherwise protect Carrier's personnel, agents, facilities or service; or
- J. In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to Carrier's equipment; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

- K. Customer refuses to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to Customer's creditworthiness, Customer's status under federal and/or state low income programs, Customer's past or current use of common carrier communications service, or Customer's planned use of such service; or
- L. Carrier has received notice from Customer's local telephone company that the local telephone company has cancelled Customer's local exchange service; or
- M. Customer's service usage charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or possible fraud; or
- N. Customer has been given written notice by Carrier of any past due amount (which remains unpaid, in whole or in part) for any of Carrier's or an affiliated carrier's service to which Customer either subscribes or had subscribed or used; or
- O. Customer use the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling); or
- P. Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices; or
- Q. Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by Carrier or others having legal authority to investigate Customer's legal obligations; or

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.4 Discontinuation or Suspension of Service by Carrier (Cont'd)

- R. Customer's telephone equipment fails to pass back to Carrier the appropriate signal to start and stop billing for a call; or
- S. Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity; or
- T. Customer subscribes to a Carrier-issued calling card service and has not used the service (with the exception of calls to Directory Assistance) for 24 months. In such case, Carrier may deactivate the calling card to reduce the risk of fraud or abuse. If Customer wishes to renew service, Carrier will promptly provide a new card; or
- U. Carrier has made available service to Customer and Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, Customer has not actually and substantially used the available service for any consecutive 90-day period (as used in this paragraph, "actual and substantial use" will mean a pattern of use that discloses an intent on Customer's part to employ the service to transmit information of Customer's choosing); or
- V. Customer acts in a manner that is threatening, obscene, harassing, or abusive to Carrier personnel.
- W. If Carrier terminates service as set forth above, in addition to any other remedies available to Carrier, the Customer shall pay to Carrier any amounts due as a result of such termination of service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated service as set forth in Section 2.5.4 above. The Customer must pay all specified amounts within thirty (30) days of termination of service.
- X. Service will not be discontinued due to nonpayment of unregulated 900 related charges.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Interruption, Discontinuation or Suspension of Services (Cont'd)

2.5.5 Discontinuation of Service by Subscriber

When voluntarily canceling service with Carrier, it is the responsibility of Subscriber to notify the Carrier of the cancellation and to notify Subscriber's local exchange carrier to designate a new primary interexchange carrier. A \$5.00 administrative fee will be added to the final bill of all Subscribers to Primus LD products that cancel service.

2.6 Billing Arrangements

2.6.1 Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill. Subscribers to the Primus LD products shall be subject to a \$2.00 fee for all payments made via telephone, including payments made to Carrier's internal collections department.

2.6.2 In accordance with Commission Rule R.103-622.2, Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt. The penalty may be assessed only once on any bill for rendered service. A fee that is consistent with SC Code Anns. 34-11-70 may be charged on any returned check. Unregulated and 900 related charges are not subject to late penalty fees.

2.6.3 To the extent that Customer has a minimum spend commitment (net of any applicable term plan or other discounts), if the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within the applicable statute of limitations as set forth in R.103-623. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action:

- 2.8.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.8.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the South Carolina Office of Regulatory Staff. The ORS may be reached by mail or telephone:

South Carolina Office of Regulatory Staff
Consumer Services
1441 Main Street, , Suite 300
Columbia, South Carolina 29201
1-800-922-1531 (Toll Free)
803-737-5230

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.9 Billing Entity Conditions**

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not require a deposit from the Subscriber.

2.11 Surcharges

In addition to any surcharges which may be found in the applicable calling plan or allowed by state law, Primus may impose additional rates and charges as follows:

Basic Surcharges: These surcharges are imposed by Primus on a per-month, per invoice basis unless otherwise indicated.

1. Carrier Cost Recovery Fee. A monthly, per invoice fee of \$1.99 which is aimed at recouping a portion of Primus's costs and expenses associated with regulatory compliance.
2. Local Connect Surcharge. Where indicated in Section 4 – Rates, a monthly surcharge that allows Primus to recover a portion of the costs associated with originating and terminating long distance calls through the networks of local telephone companies may be charged.
3. Billing Service Fee /Paper Bill Fee. As part of its commitment to the preservation of the environment, Primus will charge a monthly, per invoice fee to customers that receive paper invoices if indicated in Section 4-Rates of this tariff. Primus will waive this fee for those Customers that enroll in Primus's Online Billing Service.
4. Toll Free Service Fee. A \$5.00 monthly maintenance charge will apply to each toll free number active with Primus. New toll free numbers (established after the Effective Date of this Tariff) will incur an additional, one time set up fee of \$10.00.
5. Rate Center Abuse Surcharges. Primus reserves the right, upon notice to customer, to assess a surcharge on each call made, of up to \$0.25 per minute, in instances where Primus believes that a Subscriber is abusing or exploiting its rate plan by targeting or routing excessive amounts of traffic to or from locations or LATAs where Primus charges less than average origination or termination fees.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11** Surcharges (Cont'd)

Governmental Surcharges: These surcharges as imposed to recover amounts Primus is required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, Universal funding, utility and other fees imposed on communications providers and compensation payable to payphone service providers for use of their payphones to access Primus's service. All governmental surcharges will appear as separate line items on the customers bill.

1. Universal Service Fee: If applicable, Primus will impose a monthly Universal Service Fee at a rate equal to the contribution factor for carriers as determined by the state of South Carolina.
2. Payphone Use Charge: All calls that originate from any payphone and are carried over Primus's network will include a \$0.99 per call surcharge. The customer will be notified of this surcharge prior to placing the call.

2.12 Low Biller Fees

Unless otherwise described in a product description, all residential Customers shall be subject to a Low Biller Fee of \$5.00, in any month their usage charges do not equal or exceed \$5.00 per month, and all business or commercial Customers shall be subject to a Low Biller Fee of \$15.00, in any month their usage charges do not exceed \$25.00 per month. The Low Biller Fees described in this Section 2.12 do not apply to the Primus LD products, Primus Residential Switched Service or Primus ICM Passport Card Service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.13 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Carrier reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on Carrier by an order, rule, or regulation of the Federal Communications Commission ("FCC") or other governmental (or quasi-governmental) authority in support of statutory or regulatory programs, including but not limited to Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

2.14 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate no greater than P.01.

2.15 Promotions/Marketing Practices

Carrier may from time to time offer promotional services. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitations.

In accordance with Order No. 95-658, as a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of Carrier's certification to complete intrastate telecommunications traffic within the state of South Carolina.

The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will begin one at least one day notice to the Commission. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion.

2.16 Calculation of Usage Rates

Billing for calls placed over Carrier's network is based in part on the duration of the call. Unless otherwise indicated in a product description, billing is in six second, eighteen second or minute increments, with a minimum call length of not less than six seconds. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. A call is terminated when either party (called or calling) hangs up. Upon request of the Subscriber, credit will be provided for uncompleted calls/wrong numbers. Any fractional portion of a call is rounded up to the next highest billing increment. Fractions of a cent are rounded up to the next whole cent.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.16 Calculation of Usage Rates (Cont'd)

2.16.1 Calculation of Distance

Usage charges may be based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involve, as specified in NECA Tariff F.C.C. No. 4 or its successor document.

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the square of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 and by ten (10). Round to the next higher whole number if an fraction results from the division.

Step 6 - Obtain square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the cell.

Formula:
$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.16 Calculation of Usage Rates (Cont'd)

2.16.2 Timing of Calls

2.16.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard Industry answer detection methods, including hardware and software answer detection.

2.16.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

2.16.2.3 Minimum call duration for billing purposes is six (6) seconds unless otherwise specified in the individual rate schedules of this tariff.

2.16.2.4 Calls are measured and billed in six (6) second increments unless otherwise indicated in this tariff. Any partial six (6) second increment is rounded up to a full increment.

2.16.3 Time-Of-Day Rate Periods

Unless otherwise specified in Section 5, none of Primus's offerings are presently time-of-day sensitive.

2.17 Uncompleted Calls/Wrong Number

Carrier will not knowingly charge for uncompleted calls or wrong numbers. Upon verification that such a charge has been incurred, Carrier will credit the Customer's bill.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General Description of Services

Carrier provides interexchange and where allowed, intraLATA toll telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call.

Switched network service are designed for business and residential use. Unless otherwise identified in the service description, calls are billed in six (6) second increments and minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Presubscribed service is available from equal access originating end offices only. Travel service calls may be made from any area in the state.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.2 Global Passport Card**

Global Passport Card service is available to business Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

3.3 Spectra Basic Service

Spectra Basic Service consists of switched outbound calling plans targeting business Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements; however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. Intrastate service is offered in conjunction with Interstate service.

3.4 Spectra Dedicated Service

Spectra Dedicated Service is a combined dedicated T1 access outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.5 Global Access Direct Service**

Global Access Direct Service is an outbound calling plan that is accessed via a Company-designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. There are no minimum monthly usage requirements, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. The plan does not require that the Customer be presubscribed to Primus, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to Global Access Direct Subscriber. Calls from non-equal access areas, cellular phones, or any other form of call origination that fails to deliver automatic number identification (ANI) to Primus, will be blocked. Intrastate service is offered in conjunction with Interstate service. The company reserves the right to periodically review its usage records to ensure that Customers are subscribed to the plans that best align with their demonstrated volumes.

3.6 Primus Passport Postpaid Service

Primus Passport Postpaid Service is available in conjunction with other Primus services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Depending on the rate plan, calls are either billed in (a) six (6) second increments following a minimum billing period of thirty (30) seconds, or (b) sixty (60) second increments following a minimum billing period of sixty (60) seconds. Intrastate service is offered in conjunction with Interstate service.

Enhanced calling features are available with Primus Passport Postpaid Service. This service may involve additional charges.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.7 Spectra Toll-Free Service**

Spectra Toll-Free Service is a switched inbound calling plan targeted to Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements. Intrastate service is offered in conjunction with Interstate service.

3.8 Spectra Dedicated Toll-Free Service

Spectra Dedicated Toll-Free Service is a combined dedicated T-1 inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Interstate service is offered in conjunction with interstate service.

3.9 LCR Best Business Service

LCR Best Business Service is a switched service designed for former business Subscribers of Primus' affiliate, Least Cost Routing, Inc. Calls are billed in sixty (60) second increments. No monthly minimum required.

3.10 SME 2000 Service

SME 2000 Service is a switched service designed for residential Subscribers only, with active international calling. Calls are billed in six (6) second increments. No monthly minimum required.

3.11 DVD 2000 Service

DVD 2000 Service is a switched service designed for both business and residential Subscribers with limited international calling. Calls are billed in six (6) second increments. No monthly minimum required.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.12 SME Casual Caller Service

SME Casual Caller Service is a switched service designed for both business and residential users who make a small amount of long distance calls each month. Specifically, Customers who are not PICed to Primus using dial around services or have not established an account directly with Primus receive the rates associated with this Service. Calls are billed in sixty (60) second increments.

3.13 Business VoiceLink Service*

Business VoiceLink Service is a switched service designed for both business and residential Subscribers in which intrastate calls comprise the minority of all calls. Calls are billed in six (6) second increments. No monthly minimum required.

* Business VoiceLink Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.14 Voice Solutions 1 Service***

Voice Solutions 1 Service is a switched service designed for both business and residential Subscribers. On average, the majority of these Subscribers' calls are intrastate toll calls. Calls are billed in six (6) second increments. No monthly minimum required.

3.15 TeraFon Service

TeraFon is a fully-integrated business service designed to meet the communication needs of businesses with outbound and/or inbound service requirements. TeraFon provides both switched and dedicated access capabilities. All services, switched and dedicated, inbound and outbound, are billed in six (6) second increments with a six (6) second minimum billing period.

TeraFon encompasses several pricing options with varying Minimum Monthly Revenue Commitments ("MMRC") that reflect common spending patterns of the business Customer. International, interstate, intrastate and calling card calls contribute to the calculation of gross monthly usage associated with the corresponding MMRC. Directory assistance and operator service charges do not apply to the calculation of gross monthly usage.

The MMRC is applied to a single access type (switched or dedicated). The MMRC may be applicable to a single service type (outbound, inbound or travel) or to a combination of the three service types (outbound, inbound and travel). An account with inbound, outbound and travel service, utilizing the same access type, will only have one MMRC.

Each TeraFon account will benefit from a 90-day ramp-up period in which to accrue sufficient usage to meet the corresponding MMRCs. Once the ramp-up period has expired, Customers billing less than the product MMRC will automatically be assessed a fee equivalent to the difference between actual gross usage and the pre-determined MMRC amount. Several TeraFon service options contain term plan agreements. Customers terminating service prior to the expiration date of their term plan agreement will be assessed the MMRC for the months remaining in the term plan agreement. The termination liability will be billed in one lump sum and payment is required within thirty (30) days of cancellation.

* Voice Solutions 1 Service has been grandfathered and is not available to new Primus Subscribers.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.15 TeraFon Service (Cont'd)****TeraFon 1000 Switched Service**

This service is available to Customers who commit to an MMRC of \$1000.00 per month and twelve (12) month term plan. TeraFon 1000 service affords both outbound and inbound calling capabilities over switched facilities. TeraFon 1000 inbound calls terminate over Customer-provided business switched access lines. All calls are billed in sixty (60) second increments.

TeraFon 5000 Switched Service

This service is available to Customers who commit to an MMRC of \$5000.00 per month and twelve (12) month term plan. All direct dial calls are billed in six (6) second increments and TeraFon 5000 calling card calls are billed in sixty (60) second increments.

3.16 International Plus Switched Service*

International Plus Switched Service is a switched service for business Customers with high international calling volumes. Intrastate service is offered in conjunction with an international calling plan. No monthly minimum is required. Calls are billed in six (6) second increments.

* International Plus Switched Service has been grandfathered and is no longer available to new Subscribers.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.17 Primus Residential Switched Service***

Primus Residential Switch Service is a dial 1 voice offering for residential Customers and is offered in conjunction with interstate calling plans. Minimum long distance usage requirements are set forth in the applicable interstate calling plan. The billing increments for this product are sixty (60) seconds initial/minimum and sixty (60) second each additional increment. A per-invoice, Paper Bill Fee will be charged. This fee will be waived for Customers who sign up for Primus's on-line billing service at .

3.18 Primus ICM Passport Card Service*

Primus ICM Passport Card Service is offered in conjunction with the Primus Residential Switch Service and accompanying interstate/international calling plans. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill. A per-invoice, Paper Bill Fee will be charged. This fee will be waived for Customers who sign up for Primus's on-line billing service at .

3.19 PRI Wireless Plan

PRI Wireless is a wireless, inbound only service. Calls are billed in sixty (60) second increments. A per-invoice, Paper Bill Fee will be charged. This fee will be waived for Customers who sign up for Primus's on-line billing service at www.myprimus.com.

3.20 Primus Select -- Switched Service

Primus Select Switched Service is a switched service designed for businesses. This service is available to Customers that enroll in a one (1) year term plan. Direct dial calls are billed in six (6) second increments and Primus Select calling card calls are billed in sixty (60) second increments.

* Primus Residential Switched and Primus ICM Passport Card Services have been grandfathered and are no longer available to new Subscribers.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.21 Endless Talk Service**

Endless Talk Service is an outbound only residential product with a flat monthly fee for all intrastate and interstate long distance calls (taxes and surcharges are not included in this fee). Usage charges for calls made using the Endless Talk calling card are not included in the flat monthly fee and are additional. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds.

3.22 Primus AO Service*

Primus AO Service is available to subscribers who signed up for Primus service through Lower My Bills, an authorized agent of Primus. International and interstate services are offered in conjunction with intrastate service. Calls are billed in sixty (60) second increments and online billing is free. No monthly minimum is required, but a monthly low usage fee may apply if the Customer's long distance usage charges (excluding any taxes, surcharges or other fees) total less than \$20.00 in any month.

* Primus AO Service has been grandfathered and is no longer available to new Subscribers.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)3.23 Primus CP Service – Standard

Primus CP Service is available to subscribers who sign up for Primus service through one of Primus's authorized Channel Partners. International and interstate services are offered in conjunction with intrastate service. No monthly minimum is required, but a monthly low usage fee of \$15.00 may apply if Customer's long distance usage charges (excluding any taxes, surcharges or other fees) total less than \$25.00 in any month.

3.24 Primus CP Service - Mid-West Mania!

Mid-West Mania! is available to subscribers who sign up for Primus service through one of Primus's approved channel partners, and is designed for customers who make a substantial number of intrastate calls in any of the following states in the mid-west: OH, IL, IN, and/or MI. International and interstate services are offered in conjunction with intrastate services. One year term commitments and monthly minimum commitments may be required for customers in OH, IL, IN and/or MI to receive the most aggressive per minute intrastate prices. A monthly low usage fee of \$15.00 may apply if Customer's long distance usage charges (excluding any taxes, surcharges or other fees) total less than \$25.00 in any month.

3.25 Primus CP Services – Flex Plan

Flex Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. Flex Plan is available both to residential and commercial Subscribers that make a large number of intrastate calls within any of the following states: CO, GA, IL, IN, MD, MI, OH, TX, VA. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15.00 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.26 Primus CP Services – Sizzlin’ Summer 2004 (Dedicated)***

Sizzlin’ Summer 2004 is a promotional dedicated service available to Subscribers who sign up for Primus service through one of Primus’s approved channel partners. Sizzlin’ Summer 2004 is a commercial only product, designed for businesses that make a large number of intrastate calls within any of the following states: Maryland, Ohio, Virginia. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A one (1) year term commitment and a \$1,000.00 monthly minimum commitment per T-1 (“MMC”) are required. Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the subscriber does not bill the MMC, then for that applicable month, customer will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

3.27 Talk Smart – Talk A Little Service

Talk Smart - Talk A Little Service is an outbound only residential product available to subscribers who sign up for Primus service through one of Primus’s approved channel partners and has a flat monthly fee for all intrastate and interstate long distance calls up to 650 minutes per month. All intrastate and interstate usage over the 650 minutes will be charged on a per minute basis. International and interstate services are offered in conjunction with intrastate services. Taxes and surcharges are not included in the monthly fee. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. No term commitment is required. Calling Cards are not available with this Product.

3.28 Talk Smart – Talk A Lot Service

Talk Smart – Talk A Lot Service is an outbound only residential product available to subscribers who sign up for Primus service through one of Primus’s approved channel partners and has a flat monthly fee for all intrastate and interstate long distance calls up to 1,000 minutes per month. All usage over the 1,000 minutes will be charged on a per minute basis. International and interstate services are offered in conjunction with intrastate services. Taxes and surcharges are not included in the monthly fee. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. No term commitment is required. Calling cards are not offered with this product.

* Primus CP Services – Sizzlin’ Summer 2004 (Dedicated) has been grandfathered and is not available to new Primus Subscribers.

3.29 Primus CP Services – California Golden

California Golden is dedicated service available to subscribers who sign up for Primus service through one of Primus's approved channel partners. California Golden Service is a commercial only product, designed for businesses that make a large number of intrastate calls within the state of California. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. A one (1) year term commitment and a \$1,000.00 monthly minimum commitment per T-1 ("MMC") are required. Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the subscriber does not bill the MMC, then for that applicable month, customer will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

3.30 Primus CP Services – Falling For New England

Falling for New England ("New England") is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. The New England plan is available both to residential and commercial Subscribers that make a large number of intrastate calls within any of the following northeastern states: CT, ME, MA, NH, NJ, RI, and VT. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15.00 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

3.31 Primus CP Services – Call Vietnam Plan

Call Vietnam Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners, and is designed for residential Subscribers who make a large volume of calls to Vietnam. International and interstate services are offered in conjunction with intrastate service. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No monthly minimum is required. Calling cards are available with this service.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.32** Primus CP Services - Greece & Mexico Residential Plan

The Greece & Mexico Residential Plan is a switched service available to residential Subscribers only who sign up for Primus service through one of Primus's approved channel partners and who make a large volume of calls to Greece and/or Mexico. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No monthly minimum is required. Calling cards are available with this service.

3.33 Primus CP Services - SOHO Rate Plan

The SOHO Rate Plan is a switched service for commercial Subscribers only that sign up for Primus service through one of Primus's approved channel partners, and make a large volume of calls to Greece and/or Mexico during local business hours. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15.00 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.34 Primus LD – High Five Plan**

The Primus LD “High Five Plan” is a switched voice service available to residential and small business Subscribers who directly sign up for service with Primus (not through a Primus Channel Partner), make a limited number of calls within the U.S. and/or to international locations, and prefer limited electronic interaction with the company. Intrastate calls are billed in sixty (60) second increments. No term commitment is required, but a monthly minimum commitment of \$5.00 per account is required (“MMC”); provided, however, that if the Subscriber pays through the Primus Autopayment Plan (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)), then the MMC will be waived. Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. Invoices are provided online at no additional charge; paper bills will be provided for a nominal fee. If Autopayment is selected in order to waive the MMC, paper bills are not available. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Virtual calling cards and wireless dial around are available with this plan.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.35 Primus LD – Triple Play Plan**

The Primus LD “Triple Play Plan” is a switched voice service available to residential and small business Subscribers who directly sign up for service with Primus (not through a Primus Channel Partner), make a higher volume of calls within the U.S. and/or to international locations, and prefer electronic interface with the company. No term commitment is required, but a monthly minimum commitment of \$10.00 per account is required (“MMC”). Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Electronic payment is not required. For those Subscribers that do elect to pay their bills through the Primus Autopayment Plan (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)), Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Virtual calling cards and wireless dial around services are available with this plan.

3.36 Primus LD – World B. Free USA Plan

The Primus LD “World B. Free USA Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of state-to-state long distance calls within the US, and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free USA Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.37** Primus LD – World B. Free China Plan

The Primus LD “World B. Free China Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to China and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free China Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

3.38 Primus LD – World B. Free Israel Plan

The Primus LD “World B. Free Israel Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to Israel and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Israel Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). No travel card is available with this plan

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.39** Primus LD – World B. Free Japan Plan

The Primus LD “World B. Free Japan Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to Japan and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Japan Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

3.40 Primus LD – World B. Free Asia Plan

The Primus LD “World B. Free Asia Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to certain locations within Asia and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Asia Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.41** Primus LD – World B. Free Europe Plan

The Primus LD “World B. Free Europe Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to select locations within Europe and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. Interstate and international services are offered in conjunction with intrastate services. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Europe Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

3.42 Primus LD – World B. Free South America Plan

The Primus LD “World B. Free South America Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to select locations within South America and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Plan South America” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.43** Primus LD – World B. Free Russia Plan

The Primus LD “World B. Free Russia Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to certain locations within Russia and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Russia Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

3.44 Primus LD – World B. Free Mexico Plan

The Primus LD “World B. Free Mexico Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to certain locations within Mexico and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free Mexico Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are **not** available with this plan.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.45 Primus LD – World B. Free India Plan**

The Primus LD “World B. Free India Plan” is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to certain locations within India and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account (“ACH”)) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber’s financial institution for any reason. Only one “World B. Free India Plan” per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.46** Primus Commercial Service

Primus Commercial Service is a switched, dial 1 and toll free 800 voice offering designed for business customers. No term commitment is required, but a monthly minimum commitment of \$25.00 per account is required ("MMC"). Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged a low usage fee of \$15.00. Interstate and international services are offered in conjunction with intrastate services. Calling cards are not offered with this product. Calls are billed six (6) second increments following an initial minimum billing period of thirty (30) seconds.

3.47 Primus Business Service

Primus Business Service is a dial 1 and toll free 800 voice offering for business Subscribers that generate a minimum of amount of \$50 per month in usage. This product includes a fixed minimum usage amount of \$50. Charges will be added to any usage shortfalls to satisfy this \$40 minimum usage amount. The billing increments for this product are thirty (30) seconds initial/minimum and six (6) seconds each additional increment.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.48** GlobeTalk Platinum Service

GlobeTalk Platinum Service is a switched voice service available to residential and small business subscribers who directly sign up for service with Primus (not through a Primus Channel Partner), make a higher volume of calls within the U.S. and/or to international locations, and prefer electronic interface with the Company. All calls are billed in sixty (60) second increments. No term commitment or monthly minimum is required, however a monthly administrative fee applies. Interstate and international services are offered in conjunction with intrastate services. Invoices are available only online; no paper bills are available. Autopayment (defined as electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Virtual post paid travel card service is available.

3.49 Lingo® Unwired Service

The Lingo® Unwired Service is a dial-1 service available only to subscribers of Primus's affiliate, Lingo, Inc. No term commitment or monthly minimum commitment is required. Interstate and international services are offered in conjunction with intrastate services. No calling cards are offered with this product. Customers will not be charged for the first ten (10) minutes of service for calls to certain destinations (including intra-state) after they subscribe to the service; provided, however that per-call surcharges (in addition to any payphone surcharge, if applicable) will continue to apply. Thereafter, all calls will be charged at a per minute rate. Calls are billed in 60 second increments. Invoices are provided online only; no paper bills are available. Autopayment (defined as electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Travel card is not available with this service.

3.50 Ten4Real Service

The Ten4Real Service is a dial-1 service available effective October 1, 2007, to residential and business subscribers that do not also purchase services from Primus's affiliate, Lingo, Inc. No term commitment or monthly minimum commitment is required. Interstate and international services are offered in conjunction with intrastate services. No calling cards are offered with this product. Customers will not be charged for the first ten (10) minutes of service for calls to certain destinations (including intra-state) after they subscribe to the service; provided, however that per-call surcharges (in addition to any payphone surcharge, if applicable) will continue to apply. Thereafter, all calls will be charged at a per minute rate. Calls are billed in 60 second increments. Invoices are provided online only; no paper bills are available. Autopayment (defined as electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Travel card is not available with this service.

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.51 Operator Assisted Services**

The Company provides the Customer operator assisted services on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (operator dialed, collect, third party billed, credit card billed or Customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

3.52 Directory Assistance

Long Distance Directory Assistance charges apply on either a per call or per minute basis for each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES

4.1 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings. Calling card calls from payphones may be subject to additional surcharges as described in Section 2.10.

4.2 Global Passport Card Service

Rate Per Minute: \$0.069

4.3 Spectra Basic Service Outbound

Rate Per Minute: \$0.150

4.4 Spectra Dedicated Service Outbound

Rate Per Minute: \$0.1290

4.5 Global Access Direct Service Outbound

Rate Per Minute: \$0.099

4.6 Primus Passport & Postpaid Service

Rate Per Minute: \$0.1490

Per Call Surcharge: \$0.5000

SECTION 4 – RATES (Cont'd)

4.7	<u>Spectra Toll-Free Service</u>	<u>Inbound</u>	
	Rate Per Minute:	\$0.150	
4.8	<u>Spectra Toll Free Dedicated Service</u>	<u>Inbound</u>	
	Rate Per Minute:	\$0.1260	
4.9	<u>LCR Best Business Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.20	\$0.145
	Surcharge Per Call:	\$1.00	
	Calling Card Rate Per Minute:	\$0.235	N/A
4.10	<u>SME 2000 Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.066	\$0.066
	Calling Card Rate Per Minute:	\$0.166	N/A
4.11	<u>DVD 2000 Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.066	\$0.066
	Calling Card Rate Per Minute:	\$ 0.166	N/A
4.12	<u>SME Casual Caller Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.50	\$0.50
	Surcharge Per Call:	\$1.00	
4.13	<u>Business VoiceLink Service*</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.16	\$0.16
	Calling Card Rate Per Minute	\$0.30	N/A
	Calling Card Surcharge, per call	\$0.30	
4.14	<u>Voice Solutions I Service*</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	\$0.05

* Business VoiceLink, and Voice Solutions I Services have been grandfathered and are no longer available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.15	<u>TeraFon Service</u>		
	<u>TeraFon 1000 Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.1500	\$0.1500
	Calling Card Rate Per Minute:	\$0.2350	N/A
	<u>TeraFon 5000 Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.065	N/A*
4.16	*No Inbound Service		
	Calling Card Rate Per Minute	N/A	
	<u>International Plus Switched Service*</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.20	\$0.20
	Calling Card Rate Per Minute:	\$0.1900	N/A

* International Plus Switched Service has been grandfathered and is no longer available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.17	<u>Primus Residential Switch Service*</u>	<u>Peak (6AM-6PM)</u>	<u>Off Peak (6:01 PM 5:59AM)</u>
	Rate Per Minute:	\$0.1700	\$0.1100
	Paper Bill Fee: \$1.50 (per invoice)		
4.18	<u>Primus ICM Passport Card Service*</u>	<u>Peak</u>	<u>Off Peak</u>
	Rate Per Minute:	\$0.275	\$0.275
	Surcharge Per Call:	\$0.50	
	Paper Bill Fee: \$1.99 (per invoice)		
4.19	<u>PRI Wireless Plan</u>	<u>Peak</u>	<u>Off Peak</u>
	Rate Per Minute:	\$0.25	
	Paper Bill Fee: \$1.50 (per invoice):	\$1.50	
4.20	<u>Primus Select--Switched Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.085	\$0.085
	Calling Card Rate Per Minute:	\$0.179	N/A

* Primus Residential Switch and Primus ICM Passport Card Services have been grandfathered and are no longer available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.21	<u>Endless Talk Service</u>		
	Monthly Fee:	\$49.99	
	Calling Card Rate Per Minute:	\$ 0.15	
	Paper Bill Fee (per invoice):	\$1.50	
4.22	<u>Primus AO Service*</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.1399	\$0.1399
	Calling Card Rate Per Minute	\$0.1490	N/A
	Calling Card Surcharge, per call	\$0.50	
	Paper Bill Fee (per invoice):	\$1.99	
	Low Usage Fee, per applicable month:	\$1.99	
4.23	<u>Primus CP Service - Standard</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	[Reserved for Future Use]	
	Calling Card Rate Per Minute	[Reserved for Future Use]	
	Calling Card Surcharge, per call	[Reserved for Future Use]	
	Paper Bill Fee (per invoice):	[Reserved for Future Use]	
	Low Usage Fee, per applicable month:	[Reserved for Future Use]	
4.24	<u>Primus CP Service - Mid West Mania!</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.101	\$0.101
	Calling Card Rate Per minute:	[Reserved for Future Use]	
	Paper Bill Fee (per invoice):	\$3.00	
	Low Usage Fee, per applicable month:	\$15.00	
	Calling Card Surcharge, per call	[Reserved for Future Use]	
4.25	<u>Primus CP Services – Flex Plan</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.101	\$0.101
	Calling Card Rate Per minute:	\$0.150	N/A
	Paper Bill Fee (per invoice):	\$3.00	

* Primus AO Service has been grandfathered and is no longer available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.26 Primus CP Services – Sizzlin’ Summer 2004 (Dedicated)*

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.057	\$0.057
Calling Card Rate Per Minute:	\$0.150	N/A

4.27 Talk Smart – Talk A Little Service

Monthly Fee: \$19.99

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute (after 650 minutes):	\$.101	N/A
Calling Card Rate Per Minute:	N/A	N/A

4.28 Talk Smart – Talk A Lot Service

Monthly Fee: \$29.99

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute (after 1,000 minutes):	\$.101	N/A
Calling Card Rate Per Minute:	N/A	N/A
Paper Bill Fee (per invoice):	\$1.50	

4.29 Primus CP Services – California Golden

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.057	\$0.057
Calling Card Rate Per Minute:	\$0.150	N/A
Paper Bill Fee (per invoice):	\$3.00	

4.30 Primus CP Services – Falling For New England

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.101	\$0.101
Calling Card Rate Per Minute:	\$0.150	N/A
Paper Bill Fee (per invoice):	\$3.00	

4.31 Primus CP Services - Call Vietnam Plan

	<u>Outbound</u>	<u>Inbound</u>
Rate Per Minute:	\$0.101	\$0.101
Calling Card Rate Per Minute:	\$0.150	N/A
Paper Bill Fee:	\$3.00 per invoice	

*Sizzlin’ Summer 2004 has been grandfathered and is no loner available to new Subscribers.

SECTION 4 – RATES (Cont'd)

4.32	<u>Primus CP Services - Greece & Mexico Residential Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.101	\$0.101
	Calling Card Rate Per Minute:	\$0.150	N/A
	Paper Bill Fee: \$3.00 per invoice		
4.33	<u>Primus CP Services - SOHO Rate Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.101	\$0.101
	Calling Card Rate Per Minute:	\$0.150	N/A
	Paper Bill Fee: \$3.00 per invoice		
4.34	<u>Primus LD – High Five Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Calling Card Rate Per Minute:	\$0.05	
	Wireless Dial Around Rate Per Minute:	\$0.05	
	Paper Bill Fee (monthly):	\$1.99	
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Local Connect Surcharge:	(Reserved for Future Use)	
4.35	<u>Primus LD – Triple Play Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Calling Card Rate Per Minute:	\$0.05	
	Wireless Dial Around Rate Per Minute:	\$0.05	
	Local Connect Surcharge:	(Reserved For Future Use)	
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Paper Bill Fee. \$1.99 per invoice		

SECTION 4 – RATES (Cont'd)

4.36	<u>Primus LD – World B. Free USA Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Paper Bill Fee \$1.99 per invoice		
	Local Connect Surcharge:	(Reserved for Future Use)	
4.37	<u>Primus LD – World B. Free China Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Paper Bill Fee: \$1.99 per invoice		
	Local Connect Surcharge:	Reserved for Future Use	
4.38	<u>Primus LD – World B. Free Israel Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Paper Bill Fee: \$1.99 per invoice		
	Local Connect Surcharge:	(Reserved for Future Use)	
4.39	<u>Primus LD – World B. Free Japan Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Paper Bill Fee: \$1.99 per invoice		
	Local Connect Surcharge:	(Reserved for Future Use)	
4.40	<u>Primus LD – World B. Free Asia Plan</u>		
		<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	One time Web Payment Fee:	\$2.00	
	Paper Bill Fee: \$1.99 per invoice		
	Local Connect Surcharge:	(Reserved for Future Use)	

SECTION 4 – RATES (Cont'd)

4.41	<u>Primus LD – World B. Free Europe Plan</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	Paper Bill Fee: \$1.99 per invoice		
	One time Web Payment Fee:	\$2.00	
	Local Connect Surcharge:	(Reserved for Future Use)	
4.42	<u>Primus LD – World B. Free South America Plan</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	Paper Bill Fee: \$1.99 per invoice		
	One time Web Payment Fee	\$2.00	
	Local Connect Surcharge:	(Reserved for Future Use)	
4.43	<u>Primus LD – World B. Russia Plan</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	Paper Bill Fee: \$1.99 per invoice		
	One time Web Payment Fee:	\$2.00	
	Local Connect Surcharge:	(Reserved for Future Use)	
4.44	<u>Primus LD – World B. Free Mexico Plan</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	Paper Bill Fee: \$1.99 per invoice		
	One time Web Payment Fee	\$2.00	
	Local Connect Surcharge:	(Reserved for Future Use)	
4.45	<u>Primus LD – World B. Free India Plan</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Paper Copy of Welcome Kit:	\$1.00	
	Paper Bill Fee: \$1.99 per invoice		
	One time Web Payment Fee	\$2.00	
	Local Connect Surcharge:	(Reserved for Future Use)	

SECTION 4 – RATES (Cont'd)

4.46	<u>Primus Commercial Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.0650	\$0.0650
	Calling Card Rate Per Minute:	N/A	
4.47	<u>Primus Business Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.0650	\$0.0650
	Calling Card Rate Per Minute	N/A	
4.48	<u>GlobeTalk Platinum Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute:	\$0.05	N/A
	Calling Card Rate Per Minute	\$.039	
	Monthly Fee	\$1.95	
4.49	<u>Lingo® Unwired Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.05	N/A
	Per call Surcharge	\$.79	
4.50	<u>Ten4Real Service</u>	<u>Outbound</u>	<u>Inbound</u>
	Rate Per Minute	\$0.05	N/A
	Per call Surcharge	\$.79	

4.51 Operator Assisted Services [Reserved For Future Use]

Spectra Basic	\$0.70 per minute
Spectra Dedicated	\$0.70 per minute
SME Casual Caller	\$0.75 per inquiry
TeraFon 1000	\$0.95 per inquiry
Planetalk -Tampa	\$0.95 per inquiry
LCR Platinum	\$0.95 per inquiry
All other services	\$0.68 per inquiry

Access to Primus's Toll Free Directory Assistance	\$15.00 per month.
Operator Assisted Directory Lookup	\$2.50 per inquiry
Automated Lookup	\$1.50 per inquiry
Website Lookup	\$1.00 per inquiry
Directory Express Lookup	\$0.75 per inquiry

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SECTION 5 - SERVICES & RATES FOR FORMER C&W USA CUSTOMERS**5.1 Application of Terms and Conditions**

This Section 5 of the Tariff contains the regulations and charges that apply to the intrastate switched telecommunications services previously provided to Customers by Cable & Wireless USA, Inc. (C&W) between locations within the State of South Carolina on the date of October 29, 2002, and are thereafter provided by Primus Telecommunications, Inc. ("Primus" or "Carrier") located at 7901 Jones Branch Drive, Suite 900, McLean, VA 22102. All services referenced herein are grandfathered, and are not available to new Primus Subscribers. To the extent that the terms and conditions set forth in Section 5.1 and 5.2 (except any terms and conditions regarding the calculation or application of rates) are (i) in direct conflict with those set forth in Section 2 of this Tariff, and (ii) are less favorable to the Customer, the terms and conditions of Section 2 of this Tariff shall apply.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations****5.2.1 Definitions**Access Carrier

Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by Primus to provide the Access Facilities between the Customer's Premises and Primus' POP.

Access Facilities

All facilities that connect Customer's premises to Primus' POP.

ANI

Automatic Number Identification – Applies to the assigned number of the calling station for routing and billing purposes.

Authorization Code

A numerical code assigned to the Customer that enables Primus to identify use of Service on the Customer's account and to bill the Customer accordingly for such Service.

Authorization Form -- ("Auth Form")

A set of standard applicable order forms, specification sheets and other related documentation which include all pertinent billing, technical, and other descriptive information which, upon execution by the Customer and C&W, authorized C&W (and now Primus) to provide services as required.

Authorized User

An end user authorized by the Customer to use the Service.

Call Initiator

A party that prearranges a conference call.

Called Station

The station at which a call terminates.

Calling Station

The station from which a call is originated.

Card Holder

Customer or another authorized user, irrespective of whether such user is authorized or unauthorized by the Customer, who is in possession of a prepaid calling card and has the capability of completing a call and charging such call to the Customer account assigned to such card.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.1 Definitions (Cont'd)

Carrier

Primus Telecommunications, Inc. ("Primus"), unless context indicates otherwise.

Collect Call

A billing arrangement where a call is billed to the called station.

Commission

South Carolina Public Service Commission, unless context indicates otherwise.

Conferee

An end user participating in a conference call.

Customer

The company, firm, corporation, or other entity which orders or uses the Service and, has agreed by signature or otherwise to honor the terms of Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Holiday

Unless stated otherwise, recognized Holidays are: New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed) and Christmas Day (December 25). For Operator Services, the Holidays are Christmas Day and New Year's Day only.

Main Account

For a multi-location Customer, the Customer account that is responsible for payment of charges for Service and has the authority to place orders for Service, modify Service and/or discontinue Service.

Minimum Monthly Usage Commitment ("MMUC")

The minimum monthly volume usage committed to by the Customer, at the time of execution of an Auth Form.

On-Net Customer - Refers to Customers within the following LATAs: 132, 236, 238, 240, 460, 723, 730, 726, and 732.

Operator Station

A call that is completed with an assistance of an operator and is billed to the calling party.

ORS - Refers to the Office of Regulatory Staff.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.1 Definitions (Cont'd)

Person-to-Person

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises

The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service

Intrastate telecommunications Service provided by Primus throughout the State of South Carolina, as described in this Tariff.

Service Start Date

The date on which the Service is first made operational and available by Primus for the Customer's use as described in this Tariff.

Special Access Surcharge

A surcharge imposed by an Access Carrier on dedicated facilities that terminate on the Premises and have been interconnected to the local exchange network.

Terminal Equipment

Telecommunications devices, apparatus and their associated wiring, such as teleprinters, telephone, telephone handsets or data sets.

Third Party Billing

Service option that allows a call to be billed to an account different from that of a calling or called party.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations** (Cont'd)**5.2.2 Undertaking of Primus**

Primus undertakes to install, operate and maintain the Service in accordance with the terms and conditions set forth in this Tariff.

5.2.3 Limitations Of Service

5.2.3.1 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their Customers.

5.2.3.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Primus reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

5.2.3.3 Primus reserves the right to discontinue furnishing Service, in accordance with the terms of this Tariff.

5.2.3.4 Service and facilities furnished by Primus under this Tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of Primus' rules of general application.

5.2.3.5 Service may be used for transmission of communications by the Customer and by the Authorized User.

5.2.3.6 Customer may not assign or transfer, at any time prior to or after the commencement of the Service, the Customer's Service or any rights or obligations thereunder without the prior written consent of Primus which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this Tariff shall apply to all such assignees or transferees, as well as all conditions for Service. Any unauthorized assignment shall be null and void except as ratified by Primus.

5.2.3.7 This Tariff shall not be construed such that Primus and the Customer could be considered as principal and agent, partners, or employer and employee.

5.2.3.8 Primus' failure to insist upon strict performance of the terms of this Tariff or to exercise any rights or remedies set forth in this Tariff shall not waive any of Primus' rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.4 Liability

- 5.2.4.1 Customer shall defend, indemnify and hold Primus harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Service or in connection with any Customer text which Primus, at Customer's request, prints onto Prepaid Calling Cards, or otherwise arising from the relationship with Primus.
- 5.2.4.2 Primus shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond Primus' reasonable control.
- 5.2.4.3 If a third party solicits a Customer's order on behalf of Primus or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of Primus, or if a third party is involved in any other way, Primus and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either Primus or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.
- 5.2.4.4 In the event that the Service or any portion thereof is unavailable to Customer due to a total or partial interruption of the Service, Primus' sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for Primus, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the Service affected during which the Service or any part thereof was unavailable to Customer.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.4 Liability (Cont'd)

5.2.4.5 IN NO EVENT SHALL PRIMUS BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. PRIMUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THE APPLICABLE AUTH FORM(S) AND/OR SERVICE AGREEMENT(S) BETWEEN CUSTOMER AND PRIMUS SHALL NOT EXCEED THE ESTIMATED MONTHLY CHARGES AS CALCULATED BY PRIMUS FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES.

5.2.4.6 Primus warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Auth Form and in accordance with this Tariff. Primus DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES WITH RESPECT TO ANY CUSTOMER TEXT PRINTED ON A PREPAID CALLING CARD.

5.2.4.7 No agents or employees of other carriers shall be deemed to be agents or employees of Primus.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.5 Payment and Billing**

- 5.2.5.1 Service is billed on a monthly basis. Bills are due and payable upon receipt. In addition to any other remedies Primus may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 5.2.5.2 Except where indicated, charges for Service shall accrue from the earlier of the Customer-requested service start date, Service Start Date, or the date set forth in Section 5.2.5.3, below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this Tariff, any fraction of a cent for Primus service will be rounded up to the next whole cent.
- 5.2.5.3 Acceptance of Service
- Unless the Customer notifies Primus' network management center to the contrary within five (5) business days after Service Start Date, Service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the Service as of the Service Start Date.
- 5.2.5.4 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. Primus reserves the right to bill all calls placed using Customer's Authorization Code.
- 5.2.5.5 Customer of Primus' Inbound Service is responsible for payment for all calls placed to or via the Customer's Toll Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's Toll Free Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's Toll Free Service number(s) by mistake.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2** General Rules And Regulations (Cont'd)**5.2.5** Payment and Billing (Cont'd)**5.2.5.6** Taxes

Customer will be billed for and will be responsible for any applicable Federal, state, or local taxes, tax surcharges and similar fees related to the provision and use of Service unless Customer provides Primus with a valid exemption certificate. Primus reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on Primus by an order, rule, or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation. All governmental surcharges will appear as separate line items on the customers bills.

5.2.5.7 For offerings where Primus provides Service to multiple Customer locations, the Customer will be designated the Main Account and, as such, must accept financial responsibility for all associate accounts included in the Auth Form. In the event that an associate account fails to pay Primus, Main Account shall be liable for all charges incurred as a result of the associate account's use of Service. The Main Account must specifically identify all associate accounts in the application for Service, and further orders which involve the commencement or discontinuation of Service will be accepted by Primus only from the Main Account and will be subject to all regulations in this Tariff.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations** (Cont'd)**5.2.5 Payment and Billing** (Cont'd)**5.2.5.8 Disputed Bills**

Customer must bring billing inquiries and disputes to Primus' attention within forty five (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill, and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date.

- (A) First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- (B) Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the South Carolina Office of Regulatory Staff. The Commission may be reached by mail or telephone:

South Carolina Office of Regulatory Staff
1441 Main Street, Suite 300
Columbia, South Carolina 29201
1-800-922-1531 (Toll Free)
1-803 737-5230

5.2.5.9 Cost of Collection

Customers will be liable to Primus for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind or nature, incurred by Primus directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this Tariff with respect to the Customer.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.5 Payment and Billing (Cont'd)****5.2.5.10 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to Primus for any reason, Primus, in addition to any other remedies available, will bill the Customer a twenty-five dollar (\$25.00) charge and will re-deposit the Check. If, after the Check is re-deposited, it is returned by the bank or the financial institution for the second time, another twenty-five dollar (\$25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order. Notwithstanding the bad check charge provision as set forth in this Section, Primus may disconnect the Service in the event of returned payment, as set forth in Section 5.2.8.5 of this Tariff.

5.2.5.11 Billing To Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

5.2.6 Notices to Primus by Customer

A notice shall be considered given when delivered in the manner prescribed below.

5.2.6.1 This Section applies to:

- A. Notices of Termination of Service by Customer when such termination is prior to the end of the term commitment for such Service, or when such termination does not otherwise conform with the terms and conditions of this Tariff or Customer's Auth Form;
- B. All other notices such as ordering of Service, changes of Service, billing inquiries and other notices regarding Service.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.2 General Rules And Regulations (Cont'd)

5.2.6 Notices to Primus by Customer (Cont'd)

- 5.2.6.2 Notices pertaining to 5.2.6.1.A, above, shall be sent to Primus' principle place of business, Attention: Legal Department. Such notices shall be oral or in writing, and shall be either delivered in person; or sent by certified mail with return receipt requested; or by facsimile, electronically confirmed and followed up immediately by regular mail.
- 5.2.6.3 Notices pertaining to 5.2.6.1.B in the first paragraph shall be sent to a Primus-designated representative assigned to Customer's account, and such notices shall be either delivered in person; or sent by facsimile, electronically confirmed; or sent by regular mail.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.7 Cancellation or Termination of Service by Customer****5.2.7.1 Cancellation of Service Prior to Service Start Date**

If Customer replaces an application for Service prior to the Service Start Date, Customer shall be liable for any costs incurred by Primus in provisioning the Service as well as Primus' applicable administrative fees, if any.

5.2.7.2 Termination of Service without Term Commitment

Unless stated otherwise, for a Service not subject to term commitment, the Customer may, by providing thirty (30) days advance notice to Primus, terminate such Service without incurring liability. Upon such a termination, Customer shall immediately cease using the Service and pay Primus for all charges incurred by Customer through the date such Service is discontinued.

5.2.7.3 Termination of Service with Term Commitment

For a Service, subject to term commitment, Customer may, by providing thirty (30) days' advance notice to Primus, terminate such Service prior to the expiration of its specified term. Upon such termination, the following shall apply:

- A. Customer shall immediately cease using that Service; and
- B. Customer shall pay Primus for all charges incurred for that Service through the date that Service is discontinued; and
- C. Customer shall pay Primus any promotion credits provided to Customer by Primus for the terminated Service; and
- D. Customer shall pay Primus the early termination charges set forth in the applicable agreement, if any, or if none are set forth therein, the minimum commitment amounts remaining in the term. For example, if the Customer committed to \$400 per month in charges, and the Service is discontinued three (3) months prior to the expiration of the specified term, the amount due to Primus is equal to 3 [three months] x \$400 [minimum monthly commitment] or \$1,200.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.7 Cancellation or Termination of Service by Customer (Cont'd)****5.2.7.4 Renewal Period**

Upon expiration of the initial term for Service, unless Primus and the Customer have agreed to renew such Service for a specified period of time, Primus shall continue to provide such Service until either Primus or the Customer, upon thirty (30) days prior notice, terminates the Service. During such continuation, Primus may adjust the charges to the applicable month-to-month rate.

5.2.8 Discontinuance of Service by Primus

In addition to any other remedies available to Primus, Primus may, upon five (5) days notice, discontinue Service or cancel an application for Service for any of the following reasons:

- 5.2.8.1 For nonpayment of any sum due to Primus; or
- 5.2.8.2 In the event of a violation of any of the provisions governing the furnishing of the Service under this Tariff, or of any Primus rule of general application with respect to the use of Service; or
- 5.2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 5.2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Primus from furnishing such Service; or
- 5.2.8.5 In the event when payment for Service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to Primus for any reason; or
- 5.2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of Primus; or
- 5.2.8.7 In the event of Customer's insolvency; or

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.8 Discontinuance of Service by Primus (Cont'd)**

- 5.2.8.8 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 5.2.8.9 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or
- 5.2.8.10 The appointment of a receiver or trustee for Customer; or
- 5.2.8.11 A general assignment by the Customer for the benefit of its creditors; or
- 5.2.8.12 Without notice, if Primus deems such action necessary to protect against fraud or to otherwise protect Primus' personnel, agents, facilities or Service.
- 5.2.8.13 If Customer's account is not used for three (3) consecutive Primus billing cycles, Primus may deem such account inactive and cancel such account without further notice to the Customer.
- 5.2.8.14 In the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to Primus' equipment.

If Primus terminates Service as set forth above, in addition to any other remedies available to Primus, the Customer shall pay to Primus any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges (as an early discontinuance fee and not as a penalty) the same as if the Customer had terminated Service as set forth in Section 5.2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service.

5.2.9 Inspection, Testing and Adjustment

- 5.2.9.1 Primus may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Primus' equipment. Primus may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.9 Inspection, Testing and Adjustment (Cont'd)**

5.2.9.2 Upon reasonable notice, the facilities provided by Primus shall be made available to Primus for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Primus.

5.2.9.3 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises.

5.2.9.4 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

5.2.10 Interconnection

5.2.10.1 Service furnished by Primus may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by Primus. Service furnished by Primus is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Primus and of others shall be provided at the Customer's expense.

5.2.10.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, and other arrangements necessary for such interconnection.

5.2.10.3 The Customer shall ensure that its equipment is properly interfaced with Primus facilities that the signals emitted into the Carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to Primus' equipment, personnel or the quality of Service to other Customers, Primus may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to Primus, Primus may, upon written notice, terminate the Customer's Service pursuant to Section 5.2.8.14 of this Tariff.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.10 Interconnection (Cont'd)**

- 5.2.10.4 The Customer agrees to use and maintain Primus-provided equipment in accordance with instructions of Primus. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to Primus' equipment pursuant to this Section. Risk of loss for any Primus-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.
- 5.2.10.5 Title to any Primus-furnished equipment shall at all times remain with Primus or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and Primus shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in Primus-furnished equipment.
- 5.2.10.6 Customer agrees to return to Primus all Primus-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse Primus upon demand, for any costs incurred by Primus due to the Customer's failure to comply with this provision.
- 5.2.10.7 If Primus provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with Primus-furnished equipment, and Service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.
- 5.2.10.8 Customer shall sign a Primus-provided letter of agency to enable and authorize Primus to notify the local service provider of Customer's selection of Primus as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.11 Allowance for Interruptions**

5.2.11.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in Primus' facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a Primus Customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- B. Credit allowance will not be made for (1) interruptions not reported to Primus, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Primus. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over Primus facilities, the Customer must pay the charges for the alternative Service used.

5.2.11.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Primus Customer service representative.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.11 Allowance for Interruptions (Cont'd)**

5.2.11.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

5.2.11.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by Primus; or
- C. Interruptions during any period during which Primus or its agents are not afforded access to Primus-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- D. Interruptions during any period when the Customer or user has released the Service to Primus for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or
- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.2 General Rules And Regulations (Cont'd)****5.2.11 Allowance for Interruptions (Cont'd)**

- F. Interruptions not reported to Primus; or
- G. Interruptions that are due to a cause beyond Primus' reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

5.2.11.5 An interruption period begins when the Customer reports to Primus that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

5.2.11.6 If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

5.2.12 Mileage Measurement

Usage charges for all distance sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. Originating points for all services is the Customer's central office and the point of termination is the central office where the call terminates.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Primus uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V and H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:
$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions****5.3.1 Intrastate Services Offered**

Primus shall offer the Intrastate Services previously offered by C&W USA in South Carolina. Because Primus did not purchase the trademark or other intellectual property of C&W, the Interstate Services offered to such Customers are functionally the same but are now referred to as CLD, CF, CE, CVNS, CV, CVS, CSD, CBFi, CBFB, CC, CG, CR, CToll Free in this Tariff. **All services described herein are grandfathered as of December 31, 2002 and are no longer available to new Primus Subscribers.**

5.3.1.1 CLD and CFS are traditional outbound Services for switched access Customers. CToll Free is the inbound Service option for CLD and CF Services.

5.3.1.2 CE uses dedicated access for both outbound and inbound Service.

5.3.1.3 CVNS, CV, CS, CSD, CBFi, CBFB, CC, CG and CR are integrated offerings of inbound and outbound Services with switched or dedicated access, that provide unified Service for single or multi-location Customers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.4 Alternative Channels Services

These services were formerly a group of interexchange switched services marketed under the name of T-NET - A Division of Cable & Wireless USA, Inc., via alternative distribution channels, including outside sales force.

A. CT LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CT LD distribution channel. Minimum monthly usage requirements apply as well as monthly recurring charges. In addition to basic 1+ services, additional features are available:

(1) Toll Free Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year
Day of Week
Time of Day
Percent of Calls
Area Code
Area Code and Exchange

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.1 Intrastate Services Offered (Cont'd)

5.3.1.4 Alternative Channels Services (Cont'd.)

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code or area code and exchange blocking. Services is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI

A set - up fee applies.

(4) Programmable Toll Free

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number.

(5) Toll Free Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge.

(7) CDR Billing Charges

Set-up and monthly media charges.

Set-up and monthly media charge for weekly billing.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions (Cont'd)****5.3.1 Intrastate Services Offered (Cont'd)****5.3.1.4 Alternative Channels Services (Cont'd)****B. Alternative Channel CBFI**

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the Customer. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

C. Premium Alternative Channel Long Distance ("PACLD")

An inbound, outbound switched access 1+ service, available only via select distribution channel.

5.3.1.5 CC Services

A group of integrated inbound and toll free service offerings with switched and dedicated access, available to Customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to CC Customers. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions (Cont'd)****5.3.1 Intrastate Services Offered (Cont'd)****5.3.1.6 CG Service**

CG, offered in conjunction with the Company's interstate CG service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. CG utilizes switched or dedicated access, is available to single or multi-location Customers, and is compatible with most existing public and private networks. CG intrastate usage is billed at a flat rate that is not time of day or distance sensitive. Excluding Mexico, CG basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-free service associated with CG is billed in the same increments as CBFI set forth in Section 5.4 of this tariff. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon Customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

CG On-Net and Off-Net capability is defined below.

On-Net = CG Customer locations connected to Primus network via dedicated access facilities.

Off-Net = CG location which accesses CG network via switched access; calls made by CG Customer location terminating to a non-CG location.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions (Cont'd)****5.3.1 Intrastate Services Offered (Cont'd)****5.3.1.7 CR Service**

CR provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Optional Conference call service, described in Section 5.3 of this tariff, is available to CR Customers. A \$25 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5.5 of this tariff.

Rate Per Minute**\$0.1350**

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions (Cont'd)****5.3.2 Billing Information**

5.3.2.1 When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.

5.3.2.2 The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).

5.3.2.3 Unless otherwise specified, time-of-day rate periods are as follows:

Day: Monday - Friday, 8 a.m. - 5 p.m.

Evening*: Sunday - Friday, 5 p.m. - 11 p.m.

Night/Weekend: All other times

Peak: Monday - Friday, 8 a.m. - 5 p.m.

Off-Peak**: All other times

*Evening rate applies during Holidays, unless a lower rate would normally apply.

**Off-Peak rate applies during Holidays.

5.3.2.4 Minimum Call Completion Rate: The Primus network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond Primus' control.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.2 Billing Information (Cont'd)

5.3.2.5 Timing of Calls:

- A. On direct dialed outbound and inbound calls provided pursuant to this tariff, and except as set forth in Section 5.3.2.5(C) below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.
- B. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.
- C. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. C Toll Free Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions (Cont'd)****5.3.3 Additional Options - Switched Service****5.3.3.1 Customized Discounts**

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code Customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

Toll Free Area Code Select - applies to calls made from the area code generating the highest Toll Free volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for CLD and CF Customers, replacing all other discounts.

Intra-Company - applies to calls to Customer designated company locations; mutually exclusive with Regional Zone and VIP.

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Number - applies to call to the telephone number Customer calls most often.

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.3 Service Descriptions (Cont'd)****5.3.3 Additional Options - Switched Service (Cont'd)****5.3.3.2 Directory Assistance**

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A credit allowance for Directory Assistance will be provided if the Customer experiences poor transmission quality; receives an incorrect telephone number; or inadvertently misdials the intended Directory Assistance number.

5.3.3.3 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

5.3.3.4 Toll Free Call Attempts

If a Customer's volume of uncompleted Toll Free calls exceeds 50% of call attempts, a surcharge will be assessed.

5.3.3.5 Conference Calling

A variety of options for setting up conference calls is available.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.3 Service Descriptions (Cont'd)

5.3.3 Additional Options - Switched Service (Cont'd)

5.3.3.6 Expedite Charge

If the Customer requests Primus to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of Primus.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates****5.4.1 CLD***

All CLD calls are billed in 1-minute increments.

5.4.1.1 Usage**Per Minute Base Rates**

<u>Mileage</u>	<u>Rates</u>
0-10	\$.1890
11-16	.1990
17-22	.2390
23-55	.2790
56-70	.3090
71-124	.3290
125+	.3590

All CLD calls are billed in 1-minute increments.

5.4.1.2 Discounts**Volume Discount**

The following volume discounts apply to CLD:

<u>Usage</u>	<u>Discount</u>
\$250.00-1499.99	5%
1500.00-2999.99	10%
3000.00 +	20%

Other Discounts - CAP 500

\$500/month minimum; a \$50 charge applies to each month that the Customer does not meet the monthly minimum.

*The CLD product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd.)****5.4.2 CF II***

All CF II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

5.4.2.1 UsagePer Minute Base Rates

<u>Mileage</u>	<u>Rates</u>
All	\$.2290

5.4.2.2 CF II DiscountsVolume Discount

Monthly Usage	Discount
\$1,000-\$1,500	10%
\$1500.01-\$5000	7%
\$5000.01 +	9%

Other Discounts:

<u>Area Code Select</u>	5%
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* The CF II product has been grandfathered and is no longer available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.3 CF III***

All CF III calls are billed in 6-second increments, after a 30-second initial billing period.

5.4.3.1 Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2290

5.4.3.2 CF III Discounts**A. CF III Volume Discounts**

<u>Monthly Usage</u>	<u>Discount</u>
0-\$150	0%
\$150.01-300.00	5%
300.01-2,000.00	8%
2,000.01+	12%

Volume Discount**B. Other CF III Discounts****CAP 500 (replaces all other discounts)**

\$500/month minimum; if not met, a \$50 charge applies.

\$50/location monthly minimum; if location does not meet minimum, the difference between billed usage and \$50.00 will be added to Customer's bill.

Area Code Select 5%

* The CF III product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.4 CToll Free***

CToll Free terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum initial billing period.

5.4.4.1 Per Minute Usage Charges-

<u>Mileage</u>	<u>Rate</u>
All	\$0.2490

5.4.4.2 CToll Free Discounts

<u>Volume Discount</u>	
<u>Monthly Usage</u>	<u>Discount</u>
\$75.00-\$349.99	4%
\$350+	12%

*The CToll Free product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 -- SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.5 CE Service***

All CE calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

5.4.5.1 CE Outbound - Per Minute Usage Charges:

<u>Mileage</u>	<u>Rates</u>
All	\$.1790

5.4.5.2 CE Outbound DiscountsVolume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000	4%
3,000.01-10,000	8
10,000.01 +	10

Super Saver Area Code

Set-up Fee	\$100/month
Discount	5%

5.4.5.3 CE Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.1942

T-1 Access Special Rate

<u>Mileage</u>	<u>Rate</u>
All	\$0.1685

*The CE product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.5 CE Service* (Cont'd)****5.4.5.4 CE Toll Free Discounts****Volume Discount**

<u>Monthly Usage</u>	<u>Discount</u>
\$1,000.01-3,000	4%
3,000.01-10,000	8
10,000.01+	10

*The CE product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.6 CV***

All CV calls are billed in 6-second increments, after a 30-second minimum initial billing period.

5.4.6.1 CV Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

5.4.6.2 CV Switched Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

5.4.6.3 CV Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1790

5.4.6.4 CV Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1890

5.4.6.5 CV Discounts

<u>Volume Discounts</u>	
<u>Monthly Usage</u>	<u>Discount</u>
\$200.01-1,000.00	4%
1,000.01-3,500.01	8%
3,500.01+	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

*The CV product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.6 CV* (Cont'd)**Other CV Discounts:

<u>Area Code Select</u>	5%
<u>Toll Free Area Code Select</u>	5%
<u>Intra-Company</u>	5%

Regional Zone

Monthly Recurring Charge	\$15.00
Discount	5%

VIP Numbers

Monthly Recurring Charge	\$5.00
(Monthly charge waived if domestic usage over \$100)	
Discount	5%

Term Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
200	12	2
1,000	12	5
400	24	7
1,500	24	12
400	36	9
1,500	36	13

Term Plan II

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

*The CV product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.7 CVNS***

All CVNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

5.4.7.1 Switched Outbound Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

5.4.7.2 CVNS Switched Toll Free Service - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

5.4.7.3 CVNS Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1890

5.4.7.4 CVNS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1790

*The CVNS product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.7 CVNS* (Cont'd)****5.4.7.5 CVNS Discounts**Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>
\$1,001-3,000.99	4%
3,001-10,000.99	8%
10,001+	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

Other Discounts:

Area Code Select 5%

Toll Free Area Code Select 5%

Intra-Company 5%

Regional Zone

Minimum Monthly Billing \$1500.00

A fee will be charged if the monthly minimum is not met.

Fee: \$75.00

Discount 5%

Term Plan

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
1,500	12	6
5,000	12	7
10,000	12	8
1,500	24	8
5,000	24	10
10,000	24	12
1,500	36	11
5,000	36	13
10,000	36	14

* The CVNS product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.7 CVNS* (Cont'd)****5.4.7.5 CVNS Discounts (Cont'd)**

<u>Term Plan II MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

VIP Numbers

Minimum Billed Monthly Usage Charges \$1500.00
A \$75.00 fee will be charged for each month that the Customer does not meet the minimum total usage charges.

Discount 5%

* The CVNS product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.8 CS***

All CS calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

5.4.8.1 CS Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

5.4.8.2 CS Switched Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.2490

5.4.8.3 CS Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1790

5.4.8.4 CS Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$.1890

* The CS product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 -- SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.8 CS* (Cont'd)****5.4.8.5 CS Discounts**Volume Discount-CS Switched

<u>Monthly Usage</u>	<u>Discount</u>
\$175.00 - 300.99	5%
301.00 - 3,000.99	8%
3,000.01+	10%

Volume Discount-CS Dedicated

<u>Monthly Usage</u>	<u>Discount</u>
\$1,001 -3,000	4%
3,000 - 10,000	8%
10,000.01 +	10%

Both international and domestic usage will be used to calculate the applicable volume discount.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.8 CS* (Cont'd)****5.4.8.5 CS Discounts (Cont'd)**Other Discounts:

<u>Area Code Select</u>	5%
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<u>Toll Free Area Code Select</u>	5%
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Regional Calling Zone

Minimum Monthly Usage:

Switched	\$100.00
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Dedicated	1000.00
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A fee will be charged for each month that the monthly minimum
in not met.

	<u>Fee (\$)</u>
Switched	15.00
Dedicated	50.00

	<u>Discount</u>
Switched	5%
Dedicated	5%

*The CS product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 -- SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.8 CS* (Cont'd)****5.4.8.5 CS Discounts (Cont'd)****Term Plan –CS Switched**

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
250	12	5
1,000	12	7
250	24	7
1,000	24	10
250	36	8
1,000	36	15

Term Plan II –CS Switched

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
100	12	2
1,000	12	5
250	24	7
1,000	24	12
250	36	9
1,000	36	13

Term Plan –CS Dedicated

<u>MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
2,000	12	6
4,000	12	8
10,000	12	10
2,000	24	8
4,000	24	11
10,000	24	12
2,000	36	10
4,000	36	14
10,000	36	15

*The CS product has been grandfathered and is not available to new Primus Subscribers.

Material moved to the bottom of this page has been changed to reflect the entire CS product.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.8 CS* (Cont'd)****5.4.8.5 CS Discounts (Cont'd)**

<u>Term Plan II CS Dedicated MMUC (\$)</u>	<u>Length of Term (Months)</u>	<u>Discount (%)</u>
1,000	12	6
5,000	12	7
10,000	12	8
1,000	24	8
5,000	24	10
10,000	24	12
1,000	36	11
5,000	36	13
10,000	36	14

VIP Numbers:**Minimum Monthly Charge**

Switched \$100.00

Dedicated \$1000.00

A fee will be charged for each month that the Minimum Monthly Charge is not met

	<u>Fee</u>
Switched	\$15.00
Dedicated	\$50.00

	<u>Discount</u>
Switched	5%
Dedicated	5%

*The CS product has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI***

All CBFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

5.4.9.1 CBFI Switched Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.2390

5.4.9.2 CBFI Switched Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.2660

5.4.9.3 CBFI Dedicated Outbound - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.1729

5.4.9.4 CBFI Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Rate</u>
All	\$0.1904

5.4.9.5 CBFI Discounts

<u>Optional Volume Discount</u>	
<u>Monthly Usage (\$)</u>	<u>Discount</u>
\$100 - 1000.99	2%
\$1001 - 5000.00	4%
\$5000.01 +	6%

*CBFI service has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI (Cont'd)****5.4.9.6 CBFI – Direct Sales**

The following rate plans are available to new business Customers who signed up for CBFI through Cable & Wireless' Direct Sales LAO Channel. All CBFI usage, optional Conference Calling usage set forth in Section 5.5 of this tariff, will be included in calculating Customer's total monthly usage. Depending upon usage level, Customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100 in CBFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100, a \$25 minimum monthly fee applies and will be added to Customer's bill. CBFI dedicated access Customers and Customers utilizing both switched and dedicated access service must bill a minimum of \$400 after discounts are applied. If the sum of Customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to Customer's bill.

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
Usage Levels	\$500	\$2,500	\$10,000
<u>Switched Outbound</u>	\$0.15	\$0.13	\$0.1225
<u>Switched Inbound/Toll Free</u>	\$0.15	\$0.13	\$0.1225
<u>Dedicated Outbound</u>	\$0.11	\$0.09	\$0.0825
<u>Dedicated Inbound/Toll Free</u>	\$0.11	\$0.09	\$0.0825
	<u>Discount</u>		
Conference Calling	25%	30%	40%

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.7 CBFI NIA**

The following rate plans are available to new business Customers who are Fortune 1000 members who signed up for CBFI through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, Customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

	<u>Plan 4</u>	<u>Plan 5</u>	<u>Plan 6</u>
<u>Usage Levels</u>	\$5,000	\$15,000	\$25,000
<u>Switched Outbound</u>	\$0.13	\$0.1225	\$0.1175
<u>Switched Inbound/Toll Free</u>	\$0.13	\$0.1225	\$0.1175
<u>Dedicated Outbound</u>	\$0.09	\$0.0825	\$0.0775
<u>Dedicated Inbound/Toll Free</u>	\$0.09	\$0.0825	\$0.0775
	<u>Discount</u>		
Conference Calling	30%	40%	50%

*If minimum usage is not met during the second invoice, Customer will be charged the minimum monthly fee.

**CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.8 CBFI Agent Plans**

CBFI Agent Plans are available to Agents who resold former Cable and Wireless USA services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000 to \$150,000 per annum. All CBFI usage, optional Conference Calling usage set forth in Section 5.5 of this tariff, will be included in calculating Customer's total monthly usage. Depending upon usage level, Customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100 in CBFI switched and or dedicated access monthly usage after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000. Customers who average a revenue commitment of \$150,000 must bill a minimum of \$50. If total usage is less than \$50, the difference will be applied to the Customers bill totaling a \$50 monthly minimum fee.

CBFI Agent Plan Rates

The CBFI Agent Plan rates only apply to those Agents who resold Primus services under this product. Terms and conditions mirror those of the CBFI Product. Depending upon usage level, Customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

**CBFI Service has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 -- SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)5.4 Rates (Cont'd)

5.4.9 CBFI** (Cont'd)

5.4.9.8 CBFI Agent Plans (Cont'd)

Plan I

	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.1060	\$0.1060	\$0.1110	\$0.1150
<u>Switched Inbound/800</u>	\$0.1060	\$0.1060	\$0.1110	\$0.1150
<u>Dedicated Outbound</u>	\$0.06	\$0.06	\$0.0630	\$0.0650
<u>Dedicated Inbound/800</u>	\$0.06	\$0.06	\$0.0630	\$0.0650
<u>Directory Assistance</u>	\$0.6500	\$0.6500	\$0.6700	\$0.7000
<u>Discount</u>				
Conference Calling	40%	40%	30%	20%
<u>*Meet Me</u>	\$0.2700	\$0.2700	\$0.3150	\$0.3600
<u>*800 Meet Me</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800
<u>*Operator Handheld</u>	\$0.3600	\$0.3600	\$0.4200	\$0.4800

**CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.8 CBFI Agent Plans (Cont'd)**

<u>PLAN II</u>	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$150,000	\$100,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.106	\$0.101	\$0.106	\$0.111
<u>Switched Inbound/Toll Free</u>	\$0.106	\$0.101	\$0.106	\$0.111
<u>Dedicated Outbound</u>	\$0.06	\$0.057	\$0.06	\$0.063
<u>Dedicated Inbound/Toll Free</u>	\$0.06	\$0.057	\$0.06	\$0.063
<u>Directory Assistance</u>	\$0.6500	\$0.6000	\$0.6200	\$0.6500
Discount				
<u>Conference Calling</u>	40%	50%	40%	30%
<u>*Meet Me</u>	\$0.2700	\$0.2250	\$0.2700	\$0.3150
<u>*Toll Free Meet Me</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200
<u>*Operator Handled</u>	\$0.3600	\$0.3000	\$0.3600	\$0.4200

*Rates shown include the Conference Calling discount.

**CBFI services has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.9 CBFI Bronze Agent Plan**

CBFI Bronze Agent Plan is available to agents who resold former Cable and Wireless USA services primarily to small to medium-sized business Customers. All CBFI usage, optional Conference Calling usage set forth in Sections 5.4 and 5.5 herein, will be included in calculating Customer's total monthly usage. Under this option, Customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in CBFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during Customer's second invoice and any subsequent invoices, Customer will be charged a \$25 fee, which will be added to Customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of CBFI set forth in this Section.

CBFI Bronze Plan Rates

<u>Switched Outbound</u>	\$0.12
<u>Switched Inbound/Toll Free</u>	\$0.12
<u>Dedicated Outbound</u>	\$0.0700
<u>Dedicated Inbound/Toll Free</u>	\$0.0700
<u>Directory Assistance</u>	\$0.7300
<u>Discount Conference Calling</u>	20%
<u>*Meet Me</u>	\$0.3600
<u>*Toll Free Meet Me</u>	\$0.4800
<u>*Operator Handled</u>	\$0.4800

*Rates shown include the Conference Calling discount.

**CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.10 CBFI Agent Platinum 2001**

The following rates apply to new CBFI Customers who did not subscribe to any former Cable & Wireless USA ("C & W") service offerings within the 90 day period prior to the acquisition of C & W customers by Primus, and who signed up for CBFI service via the Business Markets Channel. All CBFI usage, and Conference Calling usage set forth in Section 5.5 herein, will be included in calculating Customer's total monthly usage. Under this option, Customers who utilize Conference Calling are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of \$100 monthly in CBFI switched access usage and a minimum of \$400 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during Customer's second invoice and any subsequent invoices, Customer will be charged a \$25 fee, which will be added to Customer's bill. Other terms and conditions mirror those of CBFI set forth in this Section.

CBFI Agent Platinum 2001 Rates

<u>Switched Outbound</u>	\$0.101
<u>Switched Inbound/800</u>	\$0.101
<u>Dedicated Outbound</u>	\$0.057
<u>Dedicated Inbound/800</u>	\$0.057
<u>Directory Assistance</u>	\$0.6000
<u>Discount Conference Calling</u>	40%
<u>*Meet Me</u>	\$0.2700
<u>*Toll Free Meet Me</u>	\$0.3600
<u>*Operator Handled</u>	\$0.3600
<u>*Conference On Demand</u>	
Toll Free Dial In	\$0.2100
Toll Dial In	\$0.1680
Dial Out Domestic	\$0.3000

*Rates shown include the Conference Calling discount.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.11 CBFI Agent Plan 2002**

Available to agents who resold former Cable & Wireless USA services to small, medium, and large Customer bases. Under this program the annual revenue commitment ranges from \$40,000 to \$75,000. All CBFI usage, and optional Conference Calling usage set forth in Section 5.5, herein, will be included in calculating Customer's total monthly usage. Depending upon usage level, Customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% off Conference Calling base rates. Customer must bill a minimum of \$100 in CBFI switched and or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100, a \$25 monthly minimum fee applies that will be added to Customer's bill for switched access Customers. For dedicated access Customers, if total monthly usage is less than \$400, a \$50 monthly minimum fee will be added to the Customer's bill. Other terms and conditions mirror those of CBFI set forth in Section 5.4.10 herein.

<u>CBFI Agent Plan 2002 Rates</u>	<u>Gold 2002</u>	<u>Silver 2002</u>
Usage Level	(\$75,000)	(\$40,000)
<u>Switched Outbound</u>	\$0.1270	\$0.152
<u>Switched Inbound/800</u>	\$0.1270	\$0.152
<u>Dedicated Outbound</u>	\$0.072	\$0.086
<u>Dedicated Inbound/800</u>	\$0.072	\$0.086
Directory Assistance	\$0.850	\$1.00
Discount Conference Calling	30%	25%
Meet-Me	\$0.2610	\$0.2475
Toll Free Meet-Me	\$0.4200	\$0.4500
Operator Handled	\$0.60	\$0.60
Conference on Demand		
Toll Free Dial-in	\$0.2587	\$0.2634

**CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.9 CBFI** (Cont'd)****5.4.9.11 CBFI Agent Plan 2002 (Cont'd)**

<u>CBFI Agent Plan 2002 Rates</u>	<u>Gold 2002</u>	<u>Silver 2002</u>
Toll Dial-in	\$0.2076	\$0.2063
Dial-out Domestic	\$0.3962	\$0.3969

**CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.10 CBFB***

CBFB is billed in flat rates per minute not sensitive to mileage or time-of-day. Unless expressly stated otherwise in this tariff, CBFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, CBFB usage volume will not be applied toward any other discount.

5.4.10.1 CBFB - Switched Outbound

\$0.2140/minute

5.4.10.2 CBFB - Dedicated Outbound

\$0.1670/minute

5.4.10.3 CBFB – Switched Inbound

\$0.2140/minute

5.4.10.4 CBFB – Toll Free Dedicated Inbound

\$0.1670/minute

*CBFB Service has been grandfathered and is not available to new Primus Subscribers.

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.10 CBFB (Cont'd)****5.4.10.5 Eclipse Discount**

Customers currently enrolled in Eclipse for interstate service are eligible to receive the following discounts off the CBFB intrastate calls:

Intrastate switched outbound and Toll Free/888: 18.40%

Intrastate dedicated outbound and Toll Free/888: 2.38%

*CBFB Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.4 Rates (Cont'd)

5.4.10 CFBF* (Cont'd)

5.4.10.6 Horizon Discount

Horizon is available to new Customers, who enrolled in Cable & Wireless USA's Horizon for interstate calling. Under Horizon, the following discounts are available:

- ◆ 22.33% off CFBF switched intrastate outbound and Toll Free/888 calls.
- ◆ 8.07% off dedicated intrastate outbound and inbound Toll Free calls.

*CBFB Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.11 CT LD***

CT LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

5.4.11.1 CT LD Switched Outbound

\$0.1810/minute

5.4.11.2 CT LD Dedicated Outbound

\$0.1190/minute

5.4.11.3 CT LD Switched Inbound

\$0.1810/minute

* The CT LD product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.11 CT LD* (Cont'd)****5.4.11.4 CT LD Dedicated Inbound**

\$0.1190/minute

5.4.11.5 CT MRC Fee

A monthly, recurring service fee. \$5.00

5.4.11.6 Directory Assistance

Charge per Call: \$0.95

5.4.11.7 Toll Free Features**5.4.11.7.1 Multi-Location Routing Features**

Rate per feature per toll-free number:

Set-up fee: \$50.00

Monthly recurring fee: \$40.00

Change charge: \$50.00

5.4.11.7.2 Selected Coverage Blocking Features

Set-up fee: \$50.00

Monthly recurring fee: \$40.00

Change charge: \$50.00

* The CT LD product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.11 CT LD* (Cont'd)****5.4.11.8 Real Time ANI**

Set-up fee per each toll-free number: \$150.00

5.4.11.9 Programmable Toll Free

5.4.11.10 Monthly fee per each toll-free number: \$ 5.00

5.4.11.11 Toll Free Directory Assistance

Monthly fee per each toll-free number: \$ 15.00

5.4.11.12 Accounting Features

Monthly fee per account with alpha account codes: \$ 2.50

Monthly fee per account with security codes: \$ 2.50

5.4.11.13 Billing Options**5.4.11.13.1 Specialized Call Detail Options**

Set-up \$100.00

Monthly fee \$120.00

* The CT LD product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.11 CT LD* (Cont'd)****5.4.11.13 Billing Options (Cont'd)****5.4.11.13.2 Weekly Billing**

Set-up	\$100.00
Monthly fee	\$520.00

5.4.11.14 Monthly Minimum Usage Charge

Per (Toll Free) toll free number	\$10.00
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* The CT LD product has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.12 Partner CBFI****PLAN I**

Minimum monthly usage of \$100 applies. The usage may include all Customer's partner CBFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

A.	<u>Switched Outbound</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	All	\$.1725	\$.1691	\$.1673	\$.1639
B.	<u>Switched Toll Free</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	All	\$.1915	\$.1877	\$.1858	\$.1819
C.	<u>Dedicated Outbound</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	ALL	\$.1311	\$.1285	\$.1272	\$.1246
D.	<u>Dedicated Toll Free</u>				
	<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term</u>
	All	\$.1444	\$.1415	\$.1401	\$.1372

E. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when Customers commit to a particular usage volume level. If the Customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

Total Monthly Usage Commitment */	Discount
\$100	2%
\$1,000	4%
\$5,000	6%

*/ Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 5.5.1 of this tariff), as well as intrastate and international Partner CBFI and Conference Calling usage.

*Partner CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)5.4 Rates (Cont'd)

5.4.13 Partner CBFI* (Cont'd)

PLAN II

Minimum monthly usage of \$100 applies. The usage may include all Customer's partner CBFI traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100 volume requirement is not met.

- A. Switched Outbound
Mileage Base Rate 1 Yr. Term Plan 2 Yr. Term Plan 3 Yr. Term Plan
 ALL \$.1725 \$.1691 \$.1673 \$.1639
- B. Switched Toll Free
Mileage Base Rate 1 Yr. Term Plan 2 Yr. Term Plan 3 Yr. Term Plan
 All \$.1915 \$.1877 \$.1858 \$.1819
- C. Dedicated Outbound
Mileage Base Rate 1 Yr. Term Plan 2 Yr. Term Plan 3 Yr. Term Plan
 ALL \$.1220 \$.1196 \$.1184 \$.1159
- D. Dedicated Toll Free
Mileage Base Rate 1 Yr. Term Plan 2 Yr. Term Plan 3 Yr. Term Plan
 All \$.1344 \$.1317 \$.1304 \$.1277
- E. Volume Discounts
 Volume discounts set forth below are applied to a base or a reduced term plan rates when Customers commit to a particular usage volume level. If the Customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

Total Monthly Usage Commitment */	Discount
\$100	2%
\$1,000	4%
\$5,000	6%

* Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 5.5.1 of this tariff), as well as intrastate and international Partner CBFI and Conference Calling usage.

*Partner CBFI Service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.14 CC***

CC is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this tariff, CC is excluded from all other discount programs.

5.4.14.1 Switched Outbound - Per Minute Usage Charges

Mileage	Rate
ALL	\$.15

5.4.14.2 Dedicated Outbound - Per Minute Usage Charges

Mileage	Rate
ALL	\$.1250

5.4.14.3 Switched Inbound - Per Minute Usage Charges

Mileage	Rate
ALL	\$.15

5.4.14.4 Dedicated Inbound - Per Minute Usage Charges

Mileage	Rate
ALL	\$.1250

5.4.14.5 Discounts

Associations - 5% Volume Discount

5.4.14.6 Fees**Minimum Billed Monthly Usage Charges***

<u>Switched</u>	<u>Dedicated</u>
\$50.00	\$1000

*CC services has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.14 CC** (Cont'd)****5.4.14.7 Programmable Toll Free**

Monthly fee per each toll-free number: \$ 5.00

5.4.14.8 Toll Free Directory Assistance*

Monthly fee per each toll-free number: \$ 15.00

5.4.14.9 Accounting Features

Monthly fee per account with alpha account codes: \$ 5.00

Monthly fee per account with security codes: \$ 10.00

5.4.14.10 Billing Options (Per Location)Specialized Call Detail OptionsSet-up -0-
Monthly fee \$25.00Electronic Billing Set-UpOn-Line \$25.00
Disc \$25.00
Magnetic Tape \$100.00Weekly BillingSet-up -0-
Weekly fee \$85.00Electronic Billing Monthly ChargeOn-Line \$20.00
Disk \$25.00
Magnetic Tape \$100.00**5.4.14.11 Surcharges**

Payphone \$0.99/per call

976 Calls*

Customer calls to 976-XXXX telephone numbers

Charge Per Call

\$2.25

*Directory Assistance, 976 calls and Conference calls do not apply to minimums.

**CC services has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 -- SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.15 CG Intrastate Base Rates**

CG intrastate usage is billed at a flat rate that is not time or distance sensitive. CG traffic is billed with an 18-second minimum, in 1-second increments thereafter. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon Customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

5.4.15.1 On to On Flat Rate*

N/A

5.4.15.2 On to Off Flat Rate*

N/A

5.4.15.3 Off to On Flat Rate*

N/A

5.4.15.4 Off to Off Rate All Traffic

\$0.2324

5.4.15.5 Volume Discount Schedule

<u>Monthly Volume</u>	<u>Term Commitment % Discount</u>		
	1 Year	2 Year	3 Year
\$0-24,999.99	0%	0%	0%
\$25,000-\$49,999.99	5%	7%	10%
\$50,000-\$99,999.99	10%	12%	15%
\$100,000+	15%	17%	20%

* Carrier has no On-Net facilities in the state of South Carolina.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.15 CG Intrastate Base Rates* (Cont'd)****5.4.15.6 CG Rate Plans**

CG rate plans are designed primarily for new business Customers. Toll Free and Conference Calling service are available in conjunction with Customer's CG service. The Customer's overall Primus voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.5 of this tariff. No other discounts apply under this option. Customer must bill a minimum of \$100 in total CG switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100 per location, a \$25 minimum monthly fee applies and will be added to Customer's bill. CG dedicated access Customers and Customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of Customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400, a \$50 minimum monthly fee applies and will be added to Customer's bill.

*CG service has been grandfathered and is not available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.4 Rates (Cont'd)****5.4.15 CG Intrastate Base Rates* (Cont'd)****5.4.15.6 CG Rate Plans (Cont'd)**

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
<u>Usage Levels</u>	\$100,000	\$75,000	\$50,000	\$30,000
<u>Switched Outbound</u>	\$0.1075	\$0.1150	\$0.1175	\$0.1225
<u>Switched Inbound/Toll Free</u>	\$0.1175	\$0.1175	\$0.1175	\$0.1225
<u>Dedicated Outbound</u>	\$0.0675	\$0.0750	\$0.0775	\$0.0825
<u>Dedicated Inbound/Toll Free</u>	\$0.0675	\$0.0750	\$0.0775	\$0.0825
<u>On to On Flat Rate</u>	\$0.0275	\$0.0450	\$0.0500	\$0.0550
<u>Discount</u>				
Conference Calling	55%	50%	40%	30%

5.4.16 Premium Agent CLD (PACLD)

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

<u>Average Monthly Volume</u>	<u>Switched Outbound</u>	<u>Switched Inbound/Toll Free</u>
\$1.00-\$150.99	\$.1890	\$.22
\$151.00-\$350.99	\$.1800	\$.2090
\$351.00-\$500.99	\$.1790	\$.2063
\$501.00-\$750.99	\$.1690	\$.1790
\$751.00-\$999.99	\$.1490	\$.1590
\$1,000.00+	\$.1210	\$.1210

*CG and PACLD services have been grandfathered and are no longer available to new Primus Subscribers.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.5 Rates – Additional Options****5.5.1 Conference Calling**

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.45

Toll Free Meet Me - all conferees are given an Toll Free access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.60

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute \$.60

OnDemand Conference Calling

OnDemand is an audio conferencing capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

<u>Service type</u>	<u>Rates</u>
Dial-in	.2800
Toll-Free Dial-in	.3500

5.5.2 Directory Assistance

This Service is available to all former C & W USA Customers.

Charge Per Call \$1.50

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.5 Rates – Additional Options (Cont'd)****5.5.3 976 Surcharge**

Calls by Customers to 976-XXXX telephone numbers are assessed a surcharge.
Charge Per Call \$2.25

5.5.4 Toll Free Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete Toll Free calls exceeds 50% of all Toll Free call attempts.

Per incomplete call attempt \$0.05

5.5.5 Payphone compensation surcharge

Unless stated otherwise in this tariff, Primus will assess a non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

Surcharge \$0.99 per call

SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)**5.5 Rates – Additional Options (Cont'd)****5.5.6 Operator Services****5.5.6.1 Per Minute**

	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>	
<u>Miles</u>	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>	<u>First</u>	<u>Add'l</u>
All	\$.3500		\$.3500		\$.3500	

5.5.6.2 Surcharges

<u>Service</u>	<u>Charge (\$)</u>
Directory Assistance	Rate
0+ Phone Card/Paid	\$1.40
0+ Third Party Verbal	\$1.40
0+ LEC Card	\$1.40
0- LEC Card	\$1.40
Station to Station	
0+ Phone Card/Paid	\$2.45
0- Phone Card/Paid	\$3.60
0+ Collect	\$2.45
0- Collect	\$3.60
0+ Third Party	\$2.45
0- Third Party	\$3.60
0+ LEC Card	\$2.45
0- LEC Card	\$3.60
Person to Person	
0+ Phone Card/Paid	\$4.90
0- Phone Card/Paid	\$4.90
0+ Collect	\$4.90
0- Collect	\$4.90
0+ Third Party	\$4.90
0- Third Party	\$4.90
0+ LEC Card	\$4.90
0- LEC Card	\$4.90

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options (Cont'd)

5.5.6 Operator Services (Cont'd.)

5.5.6.2 Surcharges (Cont'd)

5.5.6.2.4 Additional Services

LEC Mechanized Domestic	\$1.45
LEC Mechanized Int'l	\$2.45
Busy Line Verify Phone Card/Paid	\$6.50
Busy Line Verify LEC/PTT	\$6.50
*Emergency Interrupt Phone Card/Paid	\$13.00
*Emergency Interrupt LEC/PTT	\$13.00
Casual Caller InterLATA	\$1.50
Casual Caller IntraLATA	\$1.50

5.5.6.3 Time Periods

Day	M-F 8am-5pm
Evening	Su-F 5pm-11pm
Night	Su-F 11pm-8am
	Sa All Day
	Su 8am-5pm

* Emergency Interrupt services include Busy Line Verify surcharges.

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SECTION 5 – SERVICES & RATES FOR FORMER C&W USA CUSTOMERS (Cont'd)

5.5 Rates – Additional Options (Cont'd)

5.5.7 Expedite Charge

Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service.	\$250.00
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5.5.8 Bad Check Charge

Charge each time that a check or another form of payment by Customer is returned by a bank or another financial institution unpaid:	\$25.00
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Section 6 - Maximum Rate Schedule

6.1	Reactivation Fee	\$25.00
6.2	Administrative Fee for Service Cancellation	\$5.00
6.3	Pay by Phone Fee	\$2.00
6.4	<u>Carrier Cost Recovery Fee</u>	\$1.99
6.5	<u>Toll Free Service Fee</u>	\$5.00
	Set up Fee	\$10.00
6.6	<u>Rate Center Abuse Surcharges</u>	\$0.25
6.7	<u>Low Biller Fees</u>	\$5.00 (Unless Minimum Usage Exceeds \$5.00) \$15.00 (Unless Minimum Usage Exceeds \$25.00)
6.8	<u>Global Access Direct Service</u>	\$0.099 Per Minute \$5.00 Per Month (Unless Minimum Usage Exceeds \$50.00)
6.9	<u>Passport & Postpaid Service</u>	\$0.1490 (Per Minute) \$0.5000 (Per Call Surcharge)
6.10	<u>Spectra Toll-Free Service</u>	\$0.150 Per Minute
6.11	<u>SME 2000 Service</u>	\$0.066 Per Minute
6.12	<u>DVD 2000 Service</u>	\$0.066 Per Minute
6.13	<u>SME Casual Caller Service</u>	\$0.50 (Outbound and Inbound Per Minute) \$1.00 Per Call
6.14	<u>Business VoiceLink Service</u>	\$0.16 (Outbound and Inbound Per Minute)
6.15	<u>Voice Solutions 1 Service</u>	\$0.05 (Outbond and Inbound Per Minute)
6.16	<u>Primus Residential Switch Service</u>	\$0.1700 Peak (6AM-6PM) \$0.1100 Off Peak (6:01 PM 5:59AM)
	Paper Bill Fee:	\$1.50 (per invoice)
6.17	<u>PRI Wireless Plan</u>	\$0.25 (Per Minute)
	Paper Bill Fee:	\$1.50 (Per Invoice)
6.18	Endless Talk Service	\$49.99 (Per Month)
		\$0.15 (Per Minute)
	Paper Bill Fee:	\$1.50 (Per Invoice)

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Section 6 - Maximum Rate Schedule (Cont'd)

6.19	<u>Primus AO Service</u>	<u>\$0.1399 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$1.99 (Per Month)
	Low Usage Fee	\$1.99 (Per Applicable Month)
6.20	<u>Primus CP Service - Standard</u>	[Reserved for Future Use]
	Paper Bill Fee	[Reserved for Future Use]
	Low Usage Fee	[Reserved for Future Use]
6.20	<u>Primus CP Service - Mid West Mania!</u>	<u>\$0.101 Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$3.00 (Per Invoice)
	Low Usage Fee	\$15.00 (Per Applicable Month Unless Usage Exceeds \$25.00)
6.21	<u>Primus CP Services – Flex Plan</u>	<u>\$0.101 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$3.00 (Per Invoice)
6.22	<u>Primus CP Services</u>	
	<u>Sizzlin' Summer 2004 (Dedicated)</u>	<u>\$0.057 (Outbound and Inbound Per Minute)</u>
6.23	<u>Talk Smart – Talk A Little Service</u>	<u>\$19.99 (Per Month Up to 650 Minutes)</u>
		<u>\$.101 (Per Minute after Initial 650 Minutes)</u>
6.24	<u>Talk Smart – Talk A Lot Service</u>	<u>\$29.99 (Per Month Up to 1000 Minutes)</u>
		<u>\$.101 (Per Minute After Initial 1000 Minutes)</u>
	Paper Bill Fee	\$1.50 (Per Invoice)
6.25	<u>Primus CP Services – California Golden</u>	<u>\$0.057 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee (per invoice):	\$3.00 (Per Invoice)
6.26	<u>Primus CP Services</u>	
	<u>Falling For New England</u>	<u>\$0.101 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$3.00 (Per Invoice)
6.27	<u>Primus CP Services - Call Vietnam Plan</u>	<u>\$0.101 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$3.00 (Per Invoice)
6.28	<u>Primus CP Services</u>	
	<u>Greece & Mexico Residential Plan</u>	<u>\$0.101 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$3.00 (Per Invoice)
6.29	<u>Primus CP Services - SOHO Rate Plan</u>	<u>\$0.101 (Outbound and Inbound Per Minute)</u>
	Paper Bill Fee	\$3.00 (Per Invoice)
6.30	<u>Primus LD – High Five Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Wireless Dial Around	\$0.05 (Per Minute)
	Paper Bill Fee	\$1.99 (Monthly)
	Paper Copy of Welcome Kit	\$1.00
	One time Web Payment Fee	\$2.00

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Section 6 - Maximum Rate Schedule (Cont'd)

6.31	<u>Primus LD -- Triple Play Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Wireless Dial Around	\$0.05 (Per Minute)
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00
6.32	<u>Primus LD -- World B. Free USA Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00
6.33	<u>Primus LD -- World B. Free China Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00
6.34	<u>Primus LD -- World B. Free Israel Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00
6.35	<u>Primus LD -- World B. Free Japan Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00
6.36	<u>Primus LD -- World B. Free Asia Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00
6.37	<u>Primus LD -- World B. Free Europe Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee	\$1.99 (Per Invoice)
	Autopayment Rejection Fee:	\$5.00

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Section 6 - Maximum Rate Schedule (Cont'd)

6.38	<u>Primus LD –</u>	
	<u>World B. Free South America Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per invoice)
	Autopayment Rejection Fee:	\$5.00
6.39	<u>Primus LD – World B. Free Russia Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per invoice)
	Autopayment Rejection Fee:	\$5.00
6.40	<u>Primus LD – World B. Free Mexico Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per invoice)
	Autopayment Rejection Fee:	\$5.00
6.41	<u>Primus LD – World B. Free India Plan</u>	<u>\$0.05 (Outbound Per Minute)</u>
	Paper Copy of Welcome Kit:	\$1.00
	One time Web Payment Fee:	\$2.00
	Paper Bill Fee:	\$1.99 (Per invoice)
	Autopayment Rejection Fee:	\$5.00
6.42	<u>GlobeTalk Platinum Service</u>	<u>\$0.05 (Outbound Per Minute)</u>
		<u>\$1.95 (Monthly)</u>
6.43	<u>Lingo® Unwired Service</u>	<u>\$0.05 (Outbound Per Minute)</u>
		<u>\$0.79 (Per Call Surcharge)</u>
6.44	<u>Ten4Real Service</u>	<u>\$0.05 (Outbound Per Minute)</u>
		<u>\$0.79 (Per Call Surcharge)</u>

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Section 7 - Maximum Rate Schedule for Former C&W USA Customers

7.1	976 Surcharge	\$2.25 (Per Call)	
7.2	CR Service	\$0.1350 (Per Minute) \$3.00 Surcharge (Unless Monthly Usage Exceeds \$25.00)	
7.3	CLD Service	Mileage Band	Per Minute Rate
		0 - 10	\$.1890
		11 - 16	.1990
		17 - 22	.2390
		23-55	.2790
		56 - 70	.3090
		71 - 124	.3290
		125 +	.3590
		\$50.00 Surcharge (Unless Monthly Usage Exceeds \$500.00)	
7.4	CF II	\$.2290 (Per Minute)	
7.5	CF III	\$.2290 (Per Minute) \$50.00 Surcharge (Unless Monthly Usage Exceeds \$500.00)	
7.6	C Toll Free	\$0.2490 (Per Minute)	
7.7	CE Service/Outbound) Set Up Fee	\$.1790 (Per Minute) \$100.00	
7.8	CE Toll Free T-1 Special Access	\$.1942 (Per Minute) \$.1685 (Per Minute)	
7.9	CV Service	\$2.490 (Switched Outbound) \$2.490 (Switched Toll Free) \$1.790 (Dedicated Outbound) \$1.890 (Dedicated Toll Free) \$15.00 (Monthly Charge Regional Zone) \$5.00 (Monthly Charge VIP Numbers)	
7.9	CVNS Service	\$.2490 (Switched Outbound) \$.2490 (Switched Toll Free) \$.1790 (Dedicated Outbound) \$.1890 (Dedicated Toll Free) \$75.00 (Monthly Charge Regional Zone Unless Usage Exceeds \$1,500) \$75.00 (Monthly Charge VIP Numbers Unless Usage Exceeds \$1,500)	

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Section 7 - Maximum Rate Schedule for Former C&W USA Customers (Cont'd)

7.10	CS Service	\$.2490 (Switched Outbound) \$.2490 (Switched Toll Free) \$.1790 (Dedicated Outbound) \$.1890 (Dedicated Toll Free) \$15.00 (Dedicated - Monthly Charge Regional Zone- Unless Usage Exceeds \$1,000) \$50.00 (Switched - Monthly Charge Regional Zone - Unless Usage Exceeds \$100) \$15.00 (SDedicated - Monthly Charge VIP Numbers - Unless Usage Exceeds \$1,000) \$50.00 (Switched - Monthly Charge VIP Numbers - Unless Usage Exceeds \$100)
7.11	CBFI Service	\$.2390 (Switched Outbound) \$.2660 (Switched Toll Free) \$.1729 (Dedicated Outbound) \$.1904 (Dedicated Toll Free)
7.12	CBFB Service	\$.2140 (Switched Outbound) \$.2140 (Switched Inbound) \$.1670 (Dedicated Outbound) \$.1670 (Dedicated Toll Free)
7.13	CT LD	\$.1810 (Switched Outbound) \$.1810 (Switched Inbound) \$.1190 (Dedicated Outbound) \$.1190 (Dedicated Inbound) \$5.00 (Monthly Recurring Fee)
7.13.1 Toll Free Features		
Multi-Location Routing Features		
	Set-up fee:	\$50.00
		\$40.00 (Monthly Recurring Fee)
	Change charge:	\$50.00
7.13.2 Selected Coverage Blocking Features		
	Set-up fee:	\$50.00
		\$40.00 (Monthly Recurring Fee)
	Change charge:	\$50.00
7.13.3 Real Time ANI		
	Set up Fee	\$150.00 Per Number)
		\$5.00 (Monthly Recurring Fee)

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Section 7 - Maximum Rate Schedule for Former C&W USA Customers (Cont'd)

7.13.4 Accounting Features		\$ 2.50 (Accounting Fee)
7.13.5 Specialized Call Detail Options		
Set up Fee/Weekly Billing		\$100.00 (Set up Fee for Billing Options)
		\$120.00 (Monthly Recurring Fee)
		\$100.00
		\$500.00 (Monthly Recurring Fee)
7.14 CC Service		\$.15 (Switched Outbound and Inbound)
		\$.1250 (Dedicated Outbound and Inbound)
	Programmable Toll Free	\$5.00 (Monthly Charge, Per Toll Free Number)
	Accounting Features:	\$5.00 (Monthly Fee - Alpha Account Codes)
		\$10.00 (Monthly Fee - Security Codes)
	Billing Options	
	Specialized Call Detail	\$25.00 (Monthly Fee)
	Electronic Billing - Set up	\$25.00 (On-Line)
		\$25.00 (Disc)
		\$100.00 (magnetic Tape)
Weekly Billing		\$85.00 (Weekly Fee)
	Electronic Billing	\$20.00 (On-Line)
		\$25.00 (Disk)
		\$100.00 (Magnetic Tape)

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Section 7 - Maximum Rate Schedule for Former C&W USA Customers (Cont'd)

7.15	CG Service	\$0.2324 (Per Minute) \$25.00 (Per Applicable Month - Unless Switched Access Usage Exceeds \$100.00) \$50.00 (Per Applicable Month - Unless Combined Switched and Dedicated Access Usage Exceeds \$400.00)	
	Usage Level - Plan 1	\$0.1075 (Switched Outbound) \$0.1175 (Switched Inbound/Toll Free) \$0.0675 (Dedicated Outbound) \$0.0675 (Dedicated Inbound/Toll Free) \$0.0275 (Flat Rate)	
	Usage Level - Plan 2	\$0.1150 (Switched Outbound) \$0.1175 (Switched Inbound/Toll Free) \$0.0750 (Dedicated Outbound) \$0.0750 (Dedicated Inbound/Toll Free) \$0.0450 (Flat Rate)	
	Usage Level - Plan 3	\$0.1175 (Switched Outbound) \$0.1175 (Switched Inbound/Toll Free) \$0.0775 (Dedicated Outbound) \$0.0775 (Dedicated Inbound/Toll Free) \$0.0500 (Flat Rate)	
	Usage Level - Plan 4	\$0.1225 (Switched Outbound) \$0.1225 (Switched Inbound/Toll Free) \$0.0825 (Dedicated Outbound) \$0.0825 (Dedicated Inbound/Toll Free) \$0.0550 (Flat Rate)	
7.16	PACLD	Outbound	Inbound
	Average Monthly Volume		
	\$1.00-\$150.99	\$1.890	\$1.22
	\$151.00-\$350.99	\$1.800	\$1.2090
	\$351.00-\$500.99	\$1.790	\$1.2063
	\$501.00-\$750.99	\$1.690	\$1.1790
	\$751.00-\$999.99	\$1.490	\$1.1590
	\$1,000.00+	\$1.210	\$1.1210
7.17	Conference Calling		
	Meet Me	\$0.45 (Per Minute)	
	Toll Free Meet me	\$0.60 (per Minute)	
	On Demand	\$0.2800 (Dial-In)	
		\$0.35 (Toll Free Dial In)	

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Section 7 - Maximum Rate Schedule for Former C&W USA Customers (Cont'd)

7.18	Toll Free Call Attempt Charge	\$.05 (Per Attempt)
7.19	Payphone Compensation	\$0.99 (Per Call)
7.20	Expedite Charge	\$250.00

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